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नई दिल्ली, शनिवार, मार्च 8, 1986/फाल्गुन 17, 1907

No. 10]

NEW DELHI, SATURDAY, MARCH 8, 1986/PHALGUNA 17, 1907

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Faging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
statutory orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 17 फरवरी, 1986

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 17th February, 1986

NOTICES

सूचनाएं

का०आ० 928:—नोटरीज नियम, 1956 के नियम 6क के
अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है
कि श्री रनजीत सिंह बालिया, एडवोकेट ने उक्त प्राधिकारी
को उक्त नियम 4 के अधीन एक आवेदन इस बात के लिये
दिया है कि उसे राजपुरा (पंजाब) व्यवसाय करने के लिये
नोटरी के रूप में नियुक्त किया जाये।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर
किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के
चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाये।

[सं० 5(25)/86-न्याय]

S.O. 928.—Notice is hereby given by the Competent
Authority in pursuance of rule 6 of the Notaries Rules,
1956, that application has been made to the said Authority,
under rule 4 of the said Rules, by Shri Ranjit Singh Valia,
Advocate for appointment as a Notary to practise in Ral-
pura (Punjab).

2. Any objection to the appointment of the said person
as a Notary may be submitted in writing to the undersigned
within fourteen days of the publication of this Notice.

[No. F. 5(25)/86-Judl.]

नई दिल्ली, 21 फरवरी, 1986

सूचनाएं

का०आ० 929:—नोटरीज नियम, 1956 के नियम 6क के
अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है

कि श्री रमेश मखीजा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सम्पूर्ण भारत वर्ष में व्यावसाय करने के लिये नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं० 5(23)/86-न्या.०]

New Delhi, the 21st February, 1986

S.O. 929.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Ramesh Makhija Advocate, for appointment as a Notary to practise in union of India.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(23)/86-Judl.]

का. आ. 930 :—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री पंडित राव माहगावनकर, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गुलबर्ग व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (20)/86 न्या.]

S.O. 930.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Pandit Rao Mahagoonkar Advocate, for appointment as a Notary to practise in Gulbarga.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(20)/86-Judl.]

का. आ. 931 :—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एस. आर. जगदेश (एडवोकेट) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे विराजपेट (कर्नाटक राज्य) व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(26)/86-न्या.]

S.O. 931.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri S. R. Jagadesh, Advocate for appointment as a Notary to practise in Virajpet (Karnataka).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(26)/86-Judl.]

का. आ. 932.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारियों द्वारा यह सूचना दी जाती है कि श्री अब्दुल हफिज खान, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कोडागु (कर्नाटक) व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(27)/86-न्या.]

आर. एन. पोद्दार, सक्षम प्राधिकारी

S.O. 932.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Abdul Hafiz Khan, Advocate for appointment as a Notary to practise in Kodagu (Karnataka).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(27)/86-Judl.]

R. N. PODDAR, Competent Authority

गृह मंत्रालय

नई दिल्ली, 25 फरवरी, 1986

का. आ. 933.—सरकारी भवन (अनाधिकृत कब्जे की बेदखली) अधिनियम, 1971 (1971 का 40) को धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार नवे सारण के कालम (1) में उल्लिखित अधिकारों को एतद्वारा भारत सरकार का राजपत्रित अधिकार होने के नाते उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारों के पद पर नियुक्त करती है और आगे निदेश देती है कि उक्त अधिकारों सारण के कालम (2) में विनिर्दिष्ट सरकार भवनों की श्रेणियों के संबंध में उक्त अधिनियम द्वारा प्रदत्त शक्तियों का प्रयोग करेगा और उसके अधीन सम्पदा अधिकारियों को सौंपे गए कार्यों का निष्पादन करेगा :

सारणी	
अधिकारों का पदनाम	सरकार भवनों के श्रेणियाँ
सहायक निर्देशक (नमूना तथा योजना)	राज्यों और संघ शासित क्षेत्र
महानिदेशालय, असम	असम, मेघालय, नागालैंड,
राष्ट्रपति	मणिपुर, त्रिपुरा, सिक्किम
	अरुणाचल प्रदेश, मिजोरम में
	असम राष्ट्रपति के नियंत्रणा-
	धीन सभी सरकारी भवन।

[सं. II-27012/36/85-एफ.पो.-IV]
वी. के. जैन, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS
New Delhi, the 25th February, 1986

S. O. 933 :—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in the column (1) of the Table below, being a gazetted officer of the Government of India, to be estate officer for the purpose of the said Act, and further directs that the said officer shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act in respect of the categories of public premises specified in column (2) of the said Table :—

TABLE

Designation of the Officer	Categories of the Public premises
1	2
Assistant Director (Design and Planning), Directorate General, Assam Rifles.	All public premises held on charge of Assam Rifles in the States and the Union Territories of Assam, Meghalaya, Nagaland, Manipur, Tripura, Sikkim, Arunachal Pradesh, and Mizoram.

[No. II. 27012/36/85-FP.IV]
V. K. JAIN, Jt. Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 20 फरवरी, 1986
आदेश

का. आ. 934 :—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री भंवर सिंह उपनाम अर्जुन-सिंह, निवास प्लॉट संख्या 660, रामनगर, जयपुर के विरुद्ध भारतीय दंड संहिता की धारा 302/201 के अंतर्गत शास्त्री नगर जयपुर में रजिस्टर की गई प्रथम इतिला सूचना सं. 168/85 तारीख 1 अगस्त 1985 की बाबत भारतीय दंड संहिता 1860 (1860 का 45) की धारा 302 और 201 के अधीन दण्डनीय अपराधों और उन्हीं

अपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संघर्षधारों के अनुक्रम में किए गए किसी अन्य अपराध के संबंध में या उनसे संबंधित प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों के अन्वेषण के लिये, राजस्थान सरकार का सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण राजस्थान राज्य पर करते हैं।

[संख्या 228/33/85-ए.वी.डी (II)]
एम. एस. प्रसाद, अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSION

(Department of Personnel and Training)
New Delhi, the 20th February, 1986

ORDER

S.O. 934.—In exercise of the powers conferred by sub-section (i) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Government of Rajasthan, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for the investigation of offences punishable under sections 302 and 201 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction arising out of the same facts in regard to FIR No. 168/85 dated the 1st August, 1985 registered at Police Station, Shastri Nagar, Jaipur under section 302/201 of the Indian Penal Code, 1860 against Shri Bhanwar Singh alias Arjun Singh, resident of Plot No. 660, Ramnagar, Jaipur.

[No. 228/33/85-AVD. II]
M. S. PRASAD, Under Secy.

नई दिल्ली, 21 फरवरी, 1986

का. आ. 935 :—राष्ट्रपति संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारतीय लेखा परीक्षा और लेखा विभाग में सेवारत व्यक्तियों का जहाँ तक संबंध है भारत के नियंत्रक महालेखा परीक्षक से परामर्श करके, केन्द्रीय सिविल सेवा (आचरण) नियम 1964 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम केन्द्रीय सिविल सेवा (आचरण) संशोधन नियम, 1986 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (आचरण) नियम 1964 के के नियम 3 में विद्यमान स्पष्टीकरण को, स्पष्टीकरण 2 के रूप में पुनः संख्याकित किया जाएगा और इस प्रकार पुनः संख्याकित स्पष्टीकरण 2 के पूर्व निम्नलिखित स्पष्टीकरण अंतः स्थापित किया जाएगा, अर्थात् :—

“स्पष्टीकरण 1—जो सरकारी सेवक इस प्रयोजन के लिए निश्चित समय के भीतर और उस क्वालिटी का

कार्य संपादन करके जिसको उससे अपेक्षा की जाती है, उसे सौंपे गए कार्य का संपादन करने में आदतन असफल रहेगा उसके बारे में समझा जाएगा कि उप-नियम (i) के खंड (ii) के अर्थ में उसका कर्तव्य निष्ठा में कम है।"

[संख्या 11013/6/85-स्था. (क)]

अ. जयरामन, निदेशक

New Delhi, the 21st February, 1986

S.O. 935.—In exercise of the powers conferred by the proviso to article 309, and clause (5) of article 148, of the Constitution, and in consultation with the Comptroller and Auditor General of India in so far as the persons serving in the Indian Audit and Accounts Department are concerned, the President hereby makes the following rules further to amend the Central Civil Services (Conduct) Rules, 1964, namely:—

1. (1) These rules may be called the Central Civil Services (Conduct) Amendment Rules, 1986.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Conduct) Rules, 1964, in rule 3: the existing Explanation shall be re-numbered as Explanation II thereof and before Explanation II as so re-numbered, the following Explanation shall be inserted, namely:—

"Explanation I:—A government servant who habitually fails to perform the task assigned to him within the time set for the purpose and with the quality of performance expected of him shall be deemed to be lacking in devotion to duty within the meaning of clause (ii) of sub-rule (1)."

[No. 11013/6/85-Estt. (A)]

A. JAYARAMAN, Director

नई दिल्ली, 24 फरवरी, 1986

का. भा. 936:—केन्द्रीय सरकार, भारतवादी और विध्वंसकारी कार्यकलाप (निवारण) अधिनियम, 1985 (1985 का 31) के धारा 11 की उपधारा (1) के साथ पठित, धारा 18 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पंजाब सरकार से परामर्श करने के पश्चात् और भारत सरकार के कामिक, लोक शिकायत और पेंशन मंत्रालय (कामिक और प्रशिक्षण विभाग) की अधिसूचना का.भा. सं. 461, तारीख 22 जनवरी, 1986 की अधिकांत करते हुए, दिल्ली विशेष पुलिस स्थापन द्वारा संस्थित मामला भार. सी. 4/85 एस. आई. यू. III (लोगोपाल हरया मामला) का संतानन करने के लिए केन्द्रीय प्रत्येक्षण ब्यूरो, नई दिल्ली के अभियोजक अधिकारी सर्वेजी एस. के. सक्सेना और वार्ड. के. काहोल, को, उक्त अधिनियम के अधीन प्रविष्टि ग्यायालय या तो फिरोजपुर या संगरूर, पंजाब में, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225/1/86-ए. जी. ओ. (II)]

के. जी. गोयल, उप सचिव

New Delhi, the 24th February, 1986

S.O. 936.—In exercise of the powers conferred by sub-section (1) of section 18 read with sub-section (1) of section 11 of the Terrorist and Disruptive Activities (Prevention) Act, 1985 (31 of 1985), the Central Government, after con-

sultation with the State Government of Punjab, and in supersession of the notification of the Government of India in the Ministry of Personnel, Public Grievances and Pension (Department of Personnel and Training) S.O. No. 461 dated the 22nd January, 1986, hereby appoints S/Shri S. K. Saxena and Y. K. Kahol, Prosecuting Officers of the Central Bureau of Investigation, New Delhi as Special Public Prosecutors for conducting case RC.4/85 SIU III (Longowal Murder case) instituted by the Delhi Special Police Establishment in the Designated Court either at Ferozepur or Sangrur, Punjab under the said Act.

[No. 225/1/86-AVD.II]

K. G. GOEL, Dy. Secy.

गृह मंत्रालय

(आंतरिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली, 16 जनवरी, 1986

का० भा० 937:—निष्क्रांत सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सचिव, उत्तर प्रदेश सरकार, राजस्व विभाग को उप महाअभिरक्षक के पद पर उक्त अधिनियम के अन्तर्गत उप महाअभिरक्षक की सौंपे गये कर्तव्य भार को संभालने के उद्देश्य से नियुक्त करती है।

2. इसके द्वारा भूतपूर्व आपूर्ति तथा पुनर्वास मंत्रालय की दिनांक 5 अप्रैल, 1977 तथा 31 मार्च, 1977 की अधिसूचना संख्या 1(4) विशेष कक्ष/77-एस०एस०-II का अधिकार किया जाता है।

[संख्या 1(10)/विशेष कक्ष/85-एस०एस०-II(ए)]

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(Rehabilitation Division)

New Delhi, the 16th January, 1986

S.O. 937.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoint Secretary to the Government of Uttar Pradesh Department of Revenue as Deputy Custodian General for the purpose of discharging the duties imposed on such Deputy Custodian General by or under the said Act.

2. This is in supersession of erstwhile Ministry of Supply and Rehabilitation Notification No. 1(4)/Spl. Cell/77-SS.II dated the 5th April, 1977 and 31st March, 1977.

[No. 1(10)/Spl. Cell/85-SS-II(A)]

का० भा० 938:—निष्क्रांत सम्पत्ति प्रशासन अधिनियम, 1950 की धारा 55(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार यह निदेश देती है कि उक्त अधिनियम की धारा 38 के अन्तर्गत उसके द्वारा प्रयोग की जाने वाली किसी भी पंक्ति का सचिव, उत्तर प्रदेश सरकार, राजस्व विभाग द्वारा की अधिनियम के अन्तर्गत उस राज्य को अनर्जित ग्रामीण निष्क्रांत कृषि भूमि, शहरी भूमि, ग्रामीण तथा शहरी निष्क्रांत सम्पत्तियाँ, दुकानें, स्थल, राज्य में खाली भूखण्ड से संबंधित दण्डनीय अपराधों के संबंध में प्रयोग किया जा सकेगा।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(सी)]

S.O. 938.—In exercise of the powers conferred on the Central Government under Section 55(1) of the Administration of Evacuee Property Act, 1950, the Central Government hereby direct that any power exercisable by it under Section 38 of the said Act shall be exercisable also by the Secretary to the Government of Uttar Pradesh, Department of Revenue, in respect of the offences punishable under the Act relating to the unacquired rural evacuee agricultural lands, urban lands, rural and urban evacuee properties, shops, sites, vacant plots within that State.

[No. 1(10)/Spl. Cell/85-SS-II(C)]

का०आ० 939 :—निष्क्रांत सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त भूमि उद्धार आयुक्त, राजस्व बोर्ड, उत्तर प्रदेश सरकार की उक्त अधिनियम के अन्तर्गत अभिरक्षक को सौंपे गये कार्यों के निष्पादन के लिये, तत्काल प्रभाव से, उत्तर प्रदेश राज्य का निष्क्रांत सम्पत्ति अभिरक्षक नियुक्त करती है।

2. इस अधिसूचना द्वारा आपूर्ति और पुनर्वास मंत्रालय की अधिसूचना संख्या 1(4)/विशेष सैल/77-एस०एस०-II(ii) दिनांक 25 जून, 1977 का अधिक्रमण किया जाता है।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(जी)]

S.O. 939.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act 1950 (31 of 1950) the Central Government hereby appoint Deputy Land Reforms Commissioner, Board of Revenue, Government of Uttar Pradesh as the Custodian of Evacuee Property for the State of Uttar Pradesh for the purpose of discharging the duties imposed on the Custodian by or under the said Act in respect of evacuee properties in that State with immediate effect.

2. This supersedes Ministry of Supply and Rehabilitation's Notification No. 1(4)/Spl. Cell/77-SS-II (ii) dated 25th June, 1977.

[No. 1(10)/Spl. Cell/85-SS-II(D)]

का०आ० 940 :—निष्क्रांत सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, उत्तर प्रदेश राज्य में सभी अतिरिक्त समाहर्ताओं का उनके अधिकार-क्षेत्र में आने वाले अतिरिक्त समाहर्ता के रूप में किये जाने वाले कार्यों के अतिरिक्त उक्त अधिनियम के अन्तर्गत सहायक अभिरक्षक को सौंपे गये कार्य करने के लिये निष्क्रांत सम्पत्ति सहायक अभिरक्षक नियुक्त करती है।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(ई)]

S.O. 940.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950) the Central Government hereby appoint all the Additional Collectors in the State of Uttar Pradesh as Assistant Custodians of Evacuee Property, in addition to their own duties as Additional Collectors within their jurisdiction for the purpose of performing the functions assigned to such Assistant Custodian by or under the said Act, with immediate effect.

[No. 1(10)/Spl. Cell/85-SS-II(E)]

का०आ० 941 :—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34, उपधारा (1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए तथा भूतपूर्व प्रति तथा पुनर्वास मंत्रालय (पुनर्वास विभाग) की अधिसूचना संख्या 1(4) विशेष सैल/77-एस०एस०-II दिनांक 21 अगस्त, 1978 का अधिक्रमण करते हुए केन्द्रीय सरकार यह निर्देश देती है कि उक्त अधिनियम की धारा 35 के अन्तर्गत उसके द्वारा प्रयोग की जाने वाली शक्तियों का सचिव, उत्तर प्रदेश सरकार, राजस्व विभाग, द्वारा भी अपने कार्यों के अतिरिक्त प्रयोग उत्तर प्रदेश राज्य में प्रतिकर पूल की भूमि तथा संपत्तियों के संबंध में किया जायेगा।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(एफ)]

S.O. 941.—In exercise of the powers conferred by Sub-Section (1) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), and in supersession of erstwhile Ministry of Supply and Rehabilitation (Department of Rehabilitation) Notification No. 1(4)/Spl. Cell/77-SS-II dated 21st August, 1978, the Central Government hereby direct that any powers exercisable by it under Section 33 of the said Act shall be exercisable also by the Secretary to the Government of Uttar Pradesh, Department of Revenue, in addition to his own duties, in respect of the lands and properties forming part of the Compensation Pool within the State of Uttar Pradesh.

[No. 1(10)/Spl. Cell/85-SS-II(F)]

का०आ० 942 :—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार सभी समाहर्ताओं को, अपने कार्य के अतिरिक्त, उत्तर प्रदेश राज्य में प्रतिकर पूल की भूमि तथा संपत्तियों के लिये, उक्त अधिनियम के अन्तर्गत बन्दोबस्त आयुक्तों को सौंपे गये कार्य करने के लिये बन्दोबस्त आयुक्त नियुक्त करती है।

2. इस अधिसूचना द्वारा निर्माण तथा आवास और पुनर्वास मंत्रालय की अधिसूचना संख्या 15(23)/मुआवजा तथा संपत्ति 62-ए दिनांक 13-5-63 का अधिक्रमण किया जाता है।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(आई)]

S.O. 942.—In exercise of the powers conferred by section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoint all the Collectors in the State of Uttar Pradesh as Settlement Commissioners for the purpose of performing in addition to their own duties as Collectors within their jurisdiction, the functions assigned to a Settlement Commissioners by or under the said Act, in respect of the lands and properties forming part of the Compensation Pool within the State of Uttar Pradesh.

2. This supersedes Ministry of Works and Housing and Rehabilitation's Notification No. 15(23)/Comp. & Prop./62-A dated 13-5-63.

[No. 1(10)/Spl. Cell/85-SS-II(I)]

का०आ० 943 :—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, उत्तर प्रदेश राज्य में मुआवजा पूल की भूमि तथा सम्पत्तियों के लिये, सदस्य, राजस्व

परिषद् (भूमि सुधार) उत्तर प्रदेश को, अपने कार्यों के अतिरिक्त, उक्त नियम के अधीन उप मुख्य बंदोबस्त आयुक्त को सौंपे गये कार्य करने के लिये, तत्काल प्रभाव से उप मुख्य बंदोबस्त आयुक्त नियुक्त करती है।

2. इस अधिसूचना द्वारा भूतपूर्व आपूर्ति और पुनर्वास मंत्रालय की अधिसूचना संख्या 1(4)/77-विशेष सैल 77-एस०एस०-II दिनांक 5 अप्रैल, 1977 का अधिक्रमण किया जाता है।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(जी०)]
के.सी० गेहानी, उप सचिव

S.O. 943.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoint Member, Board of Revenue (Land Reforms), Government of Uttar Pradesh, as Deputy Chief Settlement Commissioner in the State of Uttar Pradesh for the purpose of performing, in addition to his own duties, the functions assigned to a Deputy Chief Settlement Commissioner by or under the said Act, with immediate effect, in respect of land and properties forming part of Compensation Pool within the State of Uttar Pradesh.

2. This supersedes erstwhile Ministry of Supply and Rehabilitation's Notification No. 1(4)/77-Spl. Cell/77-SS.II dated 5th April, 1977.

[No. 1(10)/Spl. Cell/85-SS-II(G)]
K. C. GEHANI, Dy. Secy.

मई दिल्ली, 17 जनवरी, 1986

का०आ० 944—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस विभाग की दिनांक 16 जनवरी, 1986 की अधिसूचना संख्या 1(10)/विशेष क/85-एस०एस०-2 (जी) द्वारा उप मुख्य बंदोबस्त आयुक्त के पद पर नियुक्त राजस्व (भूमि सुधार) बोर्ड, उत्तर प्रदेश के सदस्य में निम्नलिखित शक्तियां प्रत्यायोजित करता हूँ :

- (1) उक्त अधिनियम की धारा 23 के अन्तर्गत अपील सुनने की शक्तियां
- (2) उक्त अधिनियम की धारा 24 के अन्तर्गत परिशोधन सुनने की शक्तियां
- (3) उक्त अधिनियम की धारा 28 के अन्तर्गत मामले हस्तान्तरित करने की शक्तियां।

2. इससे भूतपूर्व आपूर्ति तथा पुनर्वास मंत्रालय के दिनांक 5 अप्रैल, 1977 की अधिसूचना संख्या 1(4)/विशेष क/77-एस०एस०-2 का अधिक्रमण किया जाता है।

[संख्या 1(10)/विशेष क/85-एस०एस०-2(एच०)]

New Delhi, the 17th January, 1986

S.O. 944.—In exercise of the powers conferred by Sub-Section (2) of Section (34) of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) I hereby delegate to Member, Board of Revenue (Land Reforms), Government of Uttar Pradesh, appointed as Deputy Chief Settlement Commissioner vide this Department's Notification No. 1(10)/Spl. Cell/85-SS.II(G) dated 16th January, 1986, the following powers:

- (i) Powers to hear appeal under Section 23 of the said Act.

(ii) Powers to hear revisions under Section 24 of the said Act.

(iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes erstwhile Ministry of Supply and Rehabilitation's Notification No. 1(4)/Spl. Cell/77-SS.II dated 5th April, 1977.

[No. 1(10)/Spl. Cell/85-SS.II(H)]

का०आ० 945 :—निष्क्रांत संपत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, जी०पी० एस० सहो महुा अभिरक्षक, एतद्वारा इस विभाग की अधिसूचना संख्या 1 (10)/विशेष सैल/85-एस०एस०-II (ए०) दिनांक 16 जनवरी, 1986 द्वारा निष्क्रांत संपत्ति के उप महुा अभिरक्षक के रूप में नियुक्त सचिव, उत्तर प्रदेश सरकार, राजस्व विभाग में निम्नलिखित शक्तियां प्रत्यायोजित करता हूँ :—

- (1) उक्त अधिनियम की धारा 24 के अन्तर्गत अपील सुनने की शक्तियां
- (2) उक्त अधिनियम की धारा 27 के अन्तर्गत परिशोधन की शक्तियां
- (3) अधिनियम की धारा 10(2)(0) के अन्तर्गत किसी निष्क्रांत संपत्ति के हस्तांतरण के लिये अनुमोदन की शक्ति
- (4) निष्क्रांत संपत्ति प्रशासन अधिनियम (केन्द्रीय) नियम, 1950 के नियम 30-ए के अन्तर्गत मामलों के हस्तांतरण की शक्तियां।

2. इसके द्वारा भूतपूर्व आपूर्ति और पुनर्वास मंत्रालय की अधिसूचना संख्या 1(4)/विशेष सैल/77-एस०एस०-II दिनांक 6 अप्रैल, 1977 तथा 3 जुलाई, 1980 का अधिक्रमण किया जाता है।

[संख्या 1(10)/विशेष सैल/85-एस०एस०-II(बी)]

जी०पी०एस० साही, महुा अभिरक्षक

S.O. 945.—In exercise of the powers conferred on me as Custodian General by sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (31 of 1950) I, G. P. S. Sahi, Custodian General hereby delegate Secretary to the Government of Uttar Pradesh, Department of Revenue, appointed as Deputy Custodian General of Evacuee Property, for the State of Uttar Pradesh vide this Department's Notification No. 1(10)/Spl. Cell/85-SS.II(A) dated 16th January, 1986, the following powers of the Custodian General :—

- (i) Powers under Section 24 of the said Act to hear appeals; and
- (ii) Powers of revision under Section 27 of the said Act;
- (iii) Power of approval of transfer of any evacuee Property under Section 10(2)(o) of the Act;
- (iv) Power of transfer of cases under Rule 30-A of Administration of Evacuee Property Act (Central) Rules, 1950.

2. This supersedes erstwhile Ministry of Supply and Rehabilitation Notifications No. 1(4)/Spl. Cell/77-SS.II dated the 6th April, 1977 and 3rd July, 1980.

[No. 1(10)/Spl. Cell/85-SS.II(B)]
G. P. S. SAHI, Custodian General.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 8 जनवरी, 1986

आयकर

का. आ. 946.—इस कार्यालय की दिनांक 23/4/1984 की अधिसूचना सं. 5764 (फा. सं. 203/38/83-आ.क.नि. II) के पिलसिले में, सर्वसाधारण के जानकारी के लिए एनडू द्वारा अधिसूचित किया जाता है कि विहित प्राधिकार, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 का धारा 35 का उपधारा (1) के खंड (ii) (पैत/स/एक/वो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि डवलपमेंट आल्टरनेटिव्स नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरण, विहित प्राधिकारों को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाय।
- (iii) यह कि उक्त संस्था अपने कुल आय तथा व्यय दर्शाते हुए अपने संपरिक्षित वार्षिक लेखों को तथा अपने परिसंपत्तियों, देनदारियों दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारों को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।
- (iv) यह कि उक्त संस्था केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किस प्रकार की देरी होने पर प्रार्थना पत्र रद्द किया जा सकता है।

संस्था

"डवलपमेंट आल्टरनेटिव्स, 22, पालम मार्ग, वसन्त विहार, नई दिल्ली।"

यह अधिसूचना 1-4-1985 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 6564 (फा. सं. 203/86/85-आ. क. नि. II)]

MINISTRY OF FINANCE
(Deptt. of Revenue)

New Delhi, the 8th January, 1986

INCOME-TAX

S.O. 946.—In continuation of this Office Notification No. 5764 (F. No. 203/38/83-ITA.II) dated 23-4-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science

and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Development Alternatives, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April, each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Development Alternatives, 22, Palam Marg, Vasant Vihar, New Delhi."

This Notification is effective for a period from 1-4-85 to 31-3-1988.

[No. 6564 (F. No. 203/86/85-ITA.II)]

नई दिल्ली, 10 जनवरी, 1986

आयकर

का. आ. 947.—इस कार्यालय की दिनांक 10-5-1983 की अधिसूचना सं. 5278 (फा. सं. 203/7/82-आ.क.नि. II) के पिलसिले में, सर्वसाधारण की जानकारी के लिए एनडू द्वारा अधिसूचित किया जाता है कि विहित प्राधिकार, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 के उपधारा (1) के खंड (iii) (पैत/स/एक/सं) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि सामाजिक सुरक्षा अनुसंधान केन्द्र, अहमदाबाद अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरण, प्राधिकारों को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाय।
- (iii) यह कि उक्त संस्था अपने कुल आय तथा व्यय दर्शाते हुए अपने संपरिक्षित वार्षिक लेखों की तथा अपने परिसंपत्तियों, देनदारियों दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारों को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

(ii) यह कि उक्त संस्था केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द किया जा सकता है।

संस्था

"सामाजिक सुरक्षा अनुसंधान केन्द्र, ठाकरेभाई देसाई स्मारक भवन, निकट लॉ कॉलेज, अहमदाबाद-380006"।

यह अधिसूचना 1-4-1985 से 31-3-1987 तक की अवधि के लिए प्रभाव है।

[सं. 6567 (फा. सं. 203/141/85-आ. क. नि.-II)]

New Delhi, the 10th January, 1986

S.O. 947.—In continuation of this Office Notification No. 5278 (F. No. 203/7/82-ITA.II) dated 10-5-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Social Security Research Centre, Ahmedabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Social Security Research Centre, Thakorebhai Desai Smarak Bhavan, Near Law College, Ahmedabad-380006."

This Notification is effective for a period from 1-4-1985 to 31-3-1987.

[No. 6567 (F. No. 203/141/85-ITA.II)]

नई दिल्ली, 23 जनवरी, 1986

का. आ. 948.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) खंड (ii) (पैंतीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

(i) यह कि पुणे मेडिकल रिसर्च सोसायटी, पुणे अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगी।

(ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों के वार्षिक विवरण, विहित प्राधिकार को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरिचित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियों दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

संस्था

"पुणे मेडिकल रिसर्च सोसायटी, 27, सदाशिव पेठ, पुणे"।

यह अधिसूचना 28-12-1985 से 31-3-1987 तक की अवधि के लिए प्रभाव है।

[सं. 6579 (फा. सं. 203/225/85-आ. क. नि.-II)]

New Delhi, the 23rd January, 1986

S.O. 948.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Pune Medical Research Society, Pune will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance be-

for the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Pune Medical Research Society, 27, Sadashiv Peth, Pune."

This Notification is effective for a period from 28-12-1985 to 31-3-1987.

[No. 6579 (F. No. 203/225/85-ITA. II)]

नई दिल्ली, 27 जनवरी, 1986

का. आ. 949.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 के धारा 35 के उपधारा (1) के खंड (ii) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि दि नेशनल लॉ स्कूल ऑफ इण्डिया, बंगलूर अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
- (ii) यह कि उक्त संस्था अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों के वार्षिक विवरण, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त संस्था अपना कुल आय तथा व्यय दर्शाते हुए अपने संरक्षित वार्षिक लेखों को तथा अपने परिसंपत्तियां, देदारियां दर्शाते हुए तुलना-पत्र के एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक का एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।
- (iv) यह कि उक्त संस्था केन्द्रिय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन के समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किस प्रकार के देर होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

"दि नेशनल लॉ स्कूल ऑफ इण्डिया, सेंट्रल कॉलेज, बिल्डिंग बंगलूर"।

यह अधिसूचना 9-10-1985 से 31-3-1987 तक के अवधि के लिए प्रभाव है।

[सं. 6502 (फा. सं. 203/173/85-आ.क.नि.-II)]

1599 GI/85—2

New Delhi, the 27th January, 1986

S.O. 949.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the National Law School of India, Bangalore will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"The National Law School of India, Central College, Building, Bangalore."

This Notification is effective for a period from 9-10-1985 to 31-3-1987.

[No. 6582 (F. No. 203/173/85-ITA. II)]

नई दिल्ली, 28 जनवरी, 1986

का. आ. 950.—इस कार्यालय की दिनांक 18-5-1983 के अधिसूचना सं. 5185 (फा. सं. 203/30/83-आ.क.नि.-II) के मिलसिने में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 के धारा 35 के उपधारा (1) के खंड (ii) के प्रयोजनों के लिए अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि टाटा मैमोरियल सेंटर, बम्बई अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों के वार्षिक विवरण, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकथित किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त संस्थान अपने कुल आय तथा व्यय दर्शाते हुए अपने संपरक्षित वार्षिक लेखों की तथा अपने परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रतिवर्ष 30 जून तक विहित प्राधिकारों को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

(iv) यह कि उक्त संस्था केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन के समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किस प्रकार का देर होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्थान

"टाटा मेमोरियल सेन्टर, डा. अर्नेस्ट बोरजिस मार्ग, पारेल बम्बई-400012"

यह अधिसूचना 7-2-1985 से 31-3-1988 तक की अवधि के लिए प्रभाव है।

[सं. 6583 (फा. सं. 203/206/85-आ.क.नि.-II)]

New Delhi, the 28th January, 1986

S.O. 950.—In continuation of this Office Notification No. 5185 (F. No. 203/30/83-ITA-II) dated 18-5-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty-five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Tata Memorial Centre, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry are liable to be rejected.

INSTITUTION

"Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Bombay-400012."

This Notification is effective for a period from 7-2-1985 to 31-3-1988.

[No. 6583 (F. No. 203/206/85-ITA-II)]

नई दिल्ली. 10 फरवरी, 1986

कां.आं. 951 :—इस कार्यालय के दिनांक 1-6-1981 की अधिसूचना सं. 3994 (फा.सं. 203/18/80-आ.क.नि.-II) के सिनसिने में, सर्वसाधारण का जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारों, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था की आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 के धारा 35 की उपधारा (i) के खंड (ii) के प्रयोजनों के लिये अन्य प्राकृतिक तथा अनुप्रयुक्त विज्ञानों के क्षेत्र में "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

(i) यह कि दि. रिसर्च इंस्टिट्यूट आफ ग्राफिक आर्ट्स अपने वैज्ञानिक अनुसंधान के लिये स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों को वार्षिक विवरणों, विहित प्राधिकारों को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिये अधिकृत किया जाय और उसे सूचित किया जाय।

(iii) यह कि उक्त संस्था ने अपने कुल आय, व्यय दर्शाते हुए अपने संपरक्षित वार्षिक लेखों की तथा अपने परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारों को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति सम्बन्धित आयकर आयुक्त को भेजेगा।

संस्था

"रिसर्च इंस्टिट्यूट आफ ग्राफिक आर्ट्स, ई-9, कनाट प्लेस, नई दिल्ली।"

यह अधिसूचना 12-3-1984 से 31-3-1987 तक की अवधि के लिये प्रभाव होगी।

[सं. 6589 (फा.सं. 203/15/82-आ.क.नि.-II)]

New Delhi, the 10th February, 1986

S.O. 951.—In continuation of this Office Notification No. 3994 (F. No. 203/18/80-ITA. II) dated 1-6-1981, it is hereby notified for general information that the institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" in the area of other natural and applied sciences subject to the following conditions:—

- (i) That the Research Institute of Graphic Arts will maintain a separate account of the sums received by it for scientific research.

- (ii) That the said institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

INSTITUTION

Research Institute of Graphic Arts, E-9, Connaught Place,
New Delhi

This notification is effective for a period from 12-3-1984 to 31-3-1987.

[No. 6589 (F. No. 203/15/82-ITA. II)]

नई दिल्ली, 11 फरवरी, 1986

का०आ० 652—इस कार्यालय की दिनांक 16-6-1982 को अधिसूचना सं० 4692 (फा०सं० 203/133/81-आ० क०नि०-II) के सिनसिले में, सर्वसाधारण के जानकारी के लिये एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकार, अर्थात् विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 के धारा 35 की उपधारा (1) के खंड (iii) (पैम/एक/तन) के प्रयोजनों के लिये "संस्था" प्रवर्ग के अर्जन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि इंस्टिट्यूट आफ रूरल मैनेजमेंट, आनन्द अपने वैज्ञानिक अनुसंधान के लिये स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंध क्रियाकलापों के वार्षिक विवरण, विहित प्राधिकार को, प्रत्येक वित्तीय वर्ष के संबंध में प्रत्येक वर्ष 30 अप्रैल, तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाये और उसे सूचित किया जाये।
- (iii) यह कि उक्त संस्थान अपने कुल आय तथा व्यय वार्षिक रूप अपने सम्बंधित वार्षिक लेखों को तथा अपने परिसम्पत्तियां, देनदारियां वार्षिक रूप तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकार को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक को एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।
- (iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की सम्पत्ति से तीन माह पूर्व और अवधि बढ़ाने के लिये आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जायेगा।

संस्था

"इंस्टिट्यूट आफ रूरल मैनेजमेंट, पोस्ट बॉक्स नं० 60,
आनन्द, गुजरात-388001।"

यह अधिसूचना 16-6-1985 से 31-3-1988 तक को अवधि के लिये प्रभाव है।

[सं० 6591(फा०सं० 203/112/85-आ०क०नि०-II)]

गिरिश दवे, अवर सचिव

New Delhi, the 11th February, 1986

S.O. 952.—In continuation of this Office Notification No. 4692 (F. No. 203/81/ITA. II) dated 16-6-1982, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science & Technology, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five) One/Three of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Institute of Rural Management, Anand will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Institute of Rural Management, Post Box No. 60,
Anand, Gujarat-388001."

This Notification is effective for a period from 16-6-1985 to 31-3-1988.

[No. 6591(F. No. 203/112/85-ITA. II)]

GIRISH DAVE, Under Secy.

नई दिल्ली, 17 फरवरी, 1986

आदेश

स्टाम्प

का०आ० 953 :—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करत हुए, केन्द्रीय सरकार एतद्वारा मोहिन्द्रा यूजिन स्टील कम्पनी लिमिटेड को केवल चार लाख पचास हजार रुपये के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है जो उक्त

कम्पनी द्वारा जारी किये जाने वाले छः करोड़ रुपये के अंकित मूल्य के 15% आरक्षित असम्परिवर्तनीय ऋणपत्रों पर (क्रम सं० 1 से 6,00,000 तक) स्टाम्प शुल्क के कारण प्रभाय है।

[सं० 8/86-स्टाम्प-फा० सं० 33/73/85-वि० क०]

New Delhi, the 17th February, 1986

ORDER

STAMPS

S.O. 953.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Mahindra Ugin Steel Company, Bombay to pay consolidated stamps duty of Four lakhs, Fifty thousand rupees only, chargeable on account of the stamp duty on 15 per cent Secured Non-convertible Debentures (bearing Serial No. 1 to 6,00,000) of the face value of six crores rupees to be issued by the said company.

[No. 8/86-Stamp-F. No. 33/73-85-ST]

आदेश

स्टाम्प

का. आ. 954:—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है, जो हरियाणा वित्तिय निगम द्वारा जारी किए जाने वाले केवल एक करोड़ पचास लाख रुपये मूल्य के (8वीं श्रृंखला) वचन-पत्रों के स्वरूप में बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभाय है।

[सं. 3/86-स्टाम्प-फा. सं. 33/36/85-वि. क.]

ORDER

STAMPS

S.O. 954.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes (8th Series) to the value of One crore and fifty lakhs rupees only to be issued by the Haryana Financial Corporation are chargeable under the said Act.

[No. 3/86-Stamp-F. No. 33/36/85-ST]

का. आ. 955:—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. बेस्फ इंडिया लिमिटेड, बम्बई को केवल एक लाख पचास हजार रुपये के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले दो करोड़ रुपये के अंकित मूल्य के 15% आरक्षित विमोच्य असम्परिवर्तनीय ऋणपत्रों (जिनकी क्रम संख्या 1 से 200,000 तक श्रृंखला II है) के कारण प्रभाय है।

[सं० 4/86-स्टाम्प-फा० सं० 33/40/85-वि० क०]

S.O. 955.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. BASF India Ltd., Bombay to pay consolidated stamp duty of one lakh fifty thousand rupees only, chargeable on account of the stamp duty on 15 per cent secured Non-Convertible Redeemable debentures (bearing Sl. No. 1 to 2,00,000, Series II) of the face value of Two crores rupees to be issued by the said company.

[No. 4/86-Stamp-F. No. 33/40/85-ST]

का. आ. 956:—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तिय निगम, बंगलौर द्वारा जारी किये जाने वाले केवल आठ सौ अस्स लाख रुपये मूल्य के (दूसरी श्रृंखला जिनकी संख्या "33" तक है तथा 9.75% बंधपत्र 1998 के रूप में उल्लिखित) वचन पत्रों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभाय है।

[सं. 6/86-स्टाम्प-फा. सं. 33/62/85-वि. क.]

S.O. 956.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes (2nd Series bearing the number "33" and described as "9.75 per cent Bonds 1998") to the value of Eight hundred eighty lakhs rupees only to be issued by the Karnataka State Financial Corporation, Bangalore, are chargeable under the said Act.

[No. 6/86-Stamp-F. No. 33/62/85-ST]

का. आ. 957:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. रोलएटएनरस लिमिटेड, फरिदाबाद (हरियाणा) को 60 हजार रुपये केवल के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले 80 लाख रुपये के अंकित मूल्य के सौ-सौ रुपये के 80,000 असम्परिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 7/86-स्टाम्प-फा. सं. 33/71/85-वि. क.]

S.O. 957.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Rollatiners Limited, Faridabad, (Haryana) to pay consolidated Stamp duty of Sixty thousand rupees only, chargeable on account of the stamp duty on 80,000 Non-convertible Debentures of Rs. 100 each of the face value of Eighty Lakhs rupees to be issued by the said Company.

[No. 7/85-Stamp F. No. 33/71/85-ST]

का. आ. 958.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. जे. के. कैमिकल्स लिमिटेड, बम्बई को सैंतीस हजार पांच सौ रुपये केवल, के उस समेकित स्टाम्प शुल्क की

अवश्यगी करने की अनुमति देती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले पचास लाख रुपये के अंकित मूल्य के 15% आरक्षित विमोच्य असम्परिवर्तनीय ऋणपत्रों पर (क्रम संख्या 1 से 15,000 तक) स्टाम्प शुल्क के कारण प्राप्तीय है।

[सं. 10/86-स्टाम्प-फा. सं. 33/4/86-वि. क.]

ORDER

STAMPS

S.O. 958.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamps Act, 1899 (2 of 1899), the Central Government hereby permits M/s. J. K. Chemicals Limited, Bombay to pay consolidated stamp duty of Thirty Seven thousand Five Hundred rupees only, chargeable on account of the stamp duty on 15 per cent Secured non-convertible Redeemable Debentures (bearing Serial No. 1 to 50,000) of the face value of Fifty lakhs rupees to be issued by the said company.

[No. 10/86-Stamps-F. No. 33/4/86-ST]

का. आ. 959.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. फिनोलेक्स केबल्स लिमिटेड बम्बई को एक लाख बारह हजार पाँच सौ रुपये केवल के उस समेकित स्टाम्प शुल्क का अदायगी करने की अनुमति देती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले एक करोड़ पचास लाख रुपये केवल के अंकित मूल्य के 15% आरक्षित विमोच्य असम्परिवर्तनीय ऋणपत्रों (जिनको क्रम संख्या 1 से 1,50,000 तक है) पर स्टाम्प शुल्क के कारण प्राप्तीय है।

सं. [5/86-स्टाम्प-फा. सं. 33/66/85 वि. क.]

S.O. 959.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Finolex Cables Limited, Bombay to pay consolidated stamp duty of one lakh twelve thousand five hundred rupees only, chargeable on account of the stamp duty on 15 per cent Secured Non-convertible redeemable debentures bearing (Serial No. 1 to 1,50,000) of the face value of one crore fifty lakhs rupees only to be issued by the said company.

[No. 5/86-Stamps/F. No. 33/66/85-ST]

का. आ. 960.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो ग्रामीण विद्युत्-करण निगम लिमिटेड, नई दिल्ली द्वारा जारी किए जाने वाले केवल सैंतीस करोड़ पचास लाख रुपये मूल्य के 9.75% आर. ई. सी. बंधपत्र 1998 (12वीं श्रृंखला) के रूप

में उल्लिखित ऋणपत्रों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्राप्तीय है।

[सं. 9/86-स्टाम्प-फा. सं. 33/2/86 वि. क.]

बा. आर० मेहमा, अवर सचिव,

S.O. 960.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures described as 9.75 per cent REC Bonds—1998 (Twelfth Series) of the value of Forty seven crores and forty lakhs rupees to be issued by Rural Electrification Corporation Ltd., New Delhi are chargeable under the said Act.

[No. 9/86-Stamps-F. No. 33/2/86-ST]

B. R. MEHMI, Under Secy.

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 6 फरवरी, 1986

(आय-कर)

का. आ. 961.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ के खंड (2) के उपखंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "श्री सोक्कनाथ स्वामी मंदिर, धारापुरम, तमिलनाडु (मद्रास)" को समस्त तमिलनाडु राज्य में विख्यात सार्वजनिक पूजा-स्थल के रूप में अधिसूचित करती है।

[सं. 6586 (फा. सं. 176/55/85-आ. क. नि. 1)]

(Central Board of Direct Taxes)

New Delhi, the 6th February, 1986

(INCOME-TAX)

S.O. 961.—In exercise of the powers conferred by sub-clause (b) of clause (2) of section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Sokkanathaswamy Temple, Dharapuram, Tamil Nadu (Madras)" to be a place of public worship of renown throughout the State of Tamil Nadu.

[No. 6586 (F. No. 176/55/85-IT (AI))]

का. आ. 962.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 126, 121-क तथा 122 के अधीन प्रदत्त शक्तियों तथा इस संबंध में इसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड दिनांक 29-10-1985 की अपनी अधिसूचना सं. 6476 (फा. सं. 187/29/84-आ. क. नि. 1) में निम्नलिखित संशोधन करता है:—

क्रम सं. 1 तथा 2 के सामने स्तम्भ 2 में उल्लिखित व्यक्तियों के संबंध में स्तम्भ 3, 4 और 5 में उल्लिखित अधिकारीगण क्षेत्राधिकार की शक्ति का प्रयोग करेंगे।

क्रम सं.	व्यक्ति	निराशा सहायक आयुक्त	आयकर आयुक्त (अप.ल)	आयकर आयुक्त
(1)	(2)	(3)	(4)	(5)
1.	भारत में विदेशी कम्प- निर्यात/प्रतिष्ठान निर्माण प्रौद्योगिकी विकास आयोग अधिनियम, 1959 (1959 का 43) के	निराशा सहायक आयुक्त (कर-निर्धारण), देहरादून	आयकर आयुक्त (अप.ल), मेरठ	आयकर आयुक्त मेरठ

(1) (2) (3) (4) (5)

अप्रति गठित तेल तथा प्राकृतिक गैस आयोग, उनके उप-डिरेक्टर, तथा प्रतिनिधियों ने, तेल तथा प्राकृतिक गैस आयोग, उनके उप-डिरेक्टर तथा प्रतिनिधियों ने तेल तथा प्राकृतिक गैस आयोग और ऐसे विदेशी कम्पनियों/प्रतिष्ठानों के बीच हुए करार के अनुसार, भारत के विभिन्न स्थलों पर चलने वाले कार्यों अथवा इसके अपतटय कार्यों के सिलसिले में तकनीकी कार्य करने अथवा अन्य सेवाएं प्रदान करने के प्रयोजनों से एक सेव तथा अन्य रूप से सहायता हुआ है।

2. भारत में अतिवासी कम्पनियों/प्रतिष्ठानों के समचार, जिनमें अतिवासी संबद्ध कम्पनियों/प्रतिष्ठानों के उप-डिरेक्टर शामिल हैं, जिन्हें तेल तथा प्राकृतिक गैस आयोग अधिनियम, 1959 (1959 का 43) के अधिन गठित तेल तथा प्राकृतिक गैस आयोग ने, तेल तथा प्राकृतिक गैस आयोग और अतिवासी कम्पनियों/प्रतिष्ठानों के बीच हुए करार के अनुसार, भारत के विभिन्न स्थलों पर चलने वाले कार्यों अथवा इसके अपतटय कार्यों के सिलसिले में तकनीकी कार्य करने अथवा अन्य सेवाएं प्रदान करने के प्रयोजनों से एकसेव तथा अन्य रूप से सहायता हुआ है।

निरक्षी सहायक आयकर आयुक्त (कर-निर्धारण) देहरादून

आयकर आयुक्त (अप-त) मेरठ

आयकर आयुक्त मेरठ

S. O. 962:—In exercise of the powers conferred under section 126, 121-A, & 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in this behalf, the Central Board of Direct Taxes makes the following amendment to its notification No. 6476 (F. No. 187/29/84-IT-A-I), dated 29-10-1985:—

The officers mentioned in Cols. 3, 4 and 5 shall exercise jurisdiction in respect of persons as specified in Col. 2 against Sl. Nos. 1 & 2.

Sl. No.	Persons	I.A.C.	CIT (Appeals)	CIT
1	2	3	4	5
1.	Foreign companies/concerns which are solely and exclusively engaged by the Oil & Natural Gas Commission constituted under the Oil & Natural Gas Commission Act, 1959 (43 of 1959), their sub-contractors and assignees, for the purposes of rendering works technical or other services in relation to its operations at various places in India or in relation to its off-shore operations in accordance with the agreement between Oil & Natural Gas Commission and such foreign companies/concerns.	Inspecting Asstt. Commissioner of Income-tax (Assessment)	Commissioner of Income-tax (Appeals), Meerut.	Commissioner of Income-tax, Meerut.
2.	Employees of non-resident companies/concerns including employees of non-resident affiliates and sub-contractors of such non-resident companies/concerns, which are engaged solely and exclusively by the Oil & Natural Gas Commission constituted under the Oil & Natural Gas Commission Act, 1959 (43 of 1959) for the purpose of rendering works technical or other services in relation to its operations at various places in India or in relation to its off-shore operations in accordance with the agreement between Oil & Natural Gas Commission and such non-resident companies/concerns.	-do-	-do-	-do-

This notification shall take effect from 14-2-1986.
[No. 6587 (F. No. 187/1/86-IT-A-I)]

R.K. TEWARI, Under Secy.
Central Board of Direct Taxes.

यह अधिसूचना 14-2-1986 से प्रभावी होगी।

[नं० 6587 (फा० नं० 187/1/86-आ० नं० 1)]

भार० नं० तिबारी, अवर सचिव,
केन्द्रीय प्रत्यक्ष कर बोर्ड

(राजस्व विभाग)

नई दिल्ली, 3 मार्च, 1986

आदेश

का. भा. 963:—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (2) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का.सं. 673/158/85 सी.गु.-VIII, तारीख 2-12-1985 यह निदेश देते हुए जारी किया था कि श्री अम्बालाल रूपलाल जैन, भैरव महावीर स्टोर्स, 56 करवार स्ट्रीट, बम्बई को केन्द्रीय कारागार, बम्बई में निरुद्ध कर लिया जाए और अभिरक्षा में रखा जाए ताकि उसे ऐसा कोई भी कार्य करने से रोका जा सके, जो विदेशी मुद्रा संवर्धन के लिए हानिकर हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस प्रायुक्त, बम्बई के समक्ष हाजिर हो।

(का.सं. 673/158/85-सी.गु.-VIII)

(Department of Revenue)

New Delhi, the 3rd March, 1986

ORDER

S.O. 963.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/158/85-Cus. VIII, dated 2-12-1985, under the said sub-section directing that Shri Ambalal Roolpal Jain, M/s. Mahavir Stores, 56, Karwar Street, Bombay be detained and kept in custody in the Central Prison, Bombay with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the Official Gazette.

(F. No. 673/158/85-Cus. VIII)

का.भा. 964:—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण तथा तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का.सं. 673/159/85-सी.गु.-VIII, तारीख 2-12-85 यह निदेश देते हुए जारी किया था कि श्री बिहारी लाल मोहन लाल जैन, भाल बिन्दिंग, कमरा नं. 32, तल 11, गोवा स्ट्रीट, फोर्ट, बम्बई को केन्द्रीय जेल, बम्बई में निरुद्ध कर लिया जाए और अभिरक्षा में रखा जाए ताकि उसे ऐसा कोई भी कार्य करने से रोका जा सके, जो विदेशी मुद्रा संवर्धन के लिए हानिकर हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस प्रायुक्त, बम्बई के समक्ष हाजिर हो।

(का.सं. 673/159/85-सी.गु.-VIII)

S.O. 964.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/159/85-Cus. VIII, dated 2-12-1985 under the said sub-section directing that Shri Bihari-lal Mohanlal Jain, Lal Building, Room No. 32, II Floor, Goa Street, Fort, Bombay, be detained and kept in custody in the Central Prison, Bombay with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the Official Gazette.

(F. No. 673/159/85-Cus. VIII)

का. भा. 965:—भारत सरकार के अपर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का.सं. 673/176/85-सी.गु.-VIII, तारीख 30-12-1985 यह निदेश देते हुए जारी किया था कि श्री विनोद केविया पुत्र श्री ओम प्रकाश केविया, बनवारीलाल की गली, हालू बाजार, ओल्ड मन्दी, बिहानी को माल की तस्करी करने से रोकने के लिए केन्द्रीय कारागार, तिहाड़, नई दिल्ली में निरुद्ध कर लिया जाए और अभिरक्षा में रखा जाए।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस प्रायुक्त, नई दिल्ली के समक्ष हाजिर हो।

(का.सं. 673/176/85-सी.गु.-VIII)

धारा के. तिवारी, उप सचिव

S.O. 965.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/176/85-Cus. VIII dated 30-12-1985 under the said sub-section directing that Shri Vinod Kedia, son of Om Prakash Kedia, Banwarilal Ki Gali, Halu Bazar Old Mandi, Bhiwani be detained and kept in custody in the Central Jail Tihar, New Delhi with a view to preventing him from smuggling goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

(F. No. 673/176/85-Cus. VIII)

R. K. TEWARI, Dy. Secy.

(केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड)

नई दिल्ली, 8 मार्च, 1986

सं. 199/86-सीमा-शुल्क

का.प्र. 966:—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड की अधिसूचना सं. 51/85-सीमा-शुल्क, तारीख 28 फरवरी, 1985 में जोर संशोधन करती है, प्रकृति:—

उक्त अधिसूचना में, मव सं. (8) और उससे संबंधित प्रविष्टियों का लोप किया जाएगा।

[फा.सं. 474/4/86-सीमा-शुल्क-VII]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 8th March, 1986

NO. 199/86-CUSTOMS

S.O. 966.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby makes the following further amendment in the notification of the Central Board of Excise and Customs No. 51/85-Customs, dated the 28th February, 1985 namely:—

In said notification, item No. (viii) and the entry relating thereto shall be omitted.

[F. No. 474/4/86-Cus. VII]

सं. 200/86-सीमा-शुल्क

का.प्र. 967:—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्य प्रदेश राज्य के धार जिले में पीत्तपुर को भाण्डाभार स्टेशन घोषित करता है।

[फा.सं. 474/4/86-सीमा-शुल्क-VII]

NO. 200/86-CUSTOMS

S.O. 967.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Pithampur of Dhar District in the State of Madhya Pradesh to be a warehousing station.

[F. No. 474/4/86-Cus. VII]

सं. 201/86-सीमा-शुल्क

का.प्र. 968:—केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र राज्य के पुणे जिले में बोनी कजमोर को भाण्डाभार स्टेशन घोषित करता है।

[फा.सं. 473/294/85-सीमाशुल्क-VII]

संदीप जोशी, प्रवर सचिव

केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड

NO. 201/86-CUSTOMS

S.O. 968.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Loni Kalbhori in Pune

District in the State of Maharashtra to be a warehousing station.

[F. No. 473/294/85-Cus. VII]

SANDEEP JOSHI, Under Secy.

Central Board of Excise & Customs

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 20 फरवरी, 1986

का.आ. 969:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19(2) के अन्तर्गत 12 फरवरी, 1988 तक यूनियन बैंक आफ इण्डिया पर उस संमा तक लागू नहीं होंगे जहां तक इनका संबंध बनारस स्टेट बैंक लिमिटेड, वाराणसी के भोयरधारिता से है।

[सं. 15/21/84-बे.ओ.-III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 20th February, 1986

S.O. 969.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 19(2) of the said Act shall not apply till 12 February, 1988 to the Union Bank of India in so far as they relate to its holding in shares of Benares State Bank Ltd., Varanasi.

[No. 15/21/84-BO. III]

नई दिल्ली, 11 फरवरी, 1986

का. आ. 970:—यतः बैंककारी विनियमन अधिनियम, 1949 की धारा 45 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा उसके अनुसार केन्द्रीय सरकार के बैंक आफ बिहार, लिमिटेड, पटना के भारतीय स्टेट बैंक के साथ विलय के लिये 5 नवम्बर, 1969 को एक योजना संजूर की थी।

यतः उक्त योजना के खंड 6 के उपखंड (9) के अर्धन भारतीय स्टेट बैंक द्वारा बिहार बैंक लिमिटेड की परिसम्पत्तियों का अंतिम रूप से मूल्यांकन अपेक्षित था जो कि नियम तारीख से बारह वर्षों की समाप्ति के पश्चात नियत तारीख को अनन्तिम रूप से मूल्यांकित कर लिया गया है।

यतः भारतीय स्टेट बैंक ने यह अभ्यावेदन किया है कि बड़ी संख्या में परिसम्पत्तियां अन्तर्ग्रस्त होने और बैंक के प्रयासों के बावजूद अधिकांश मर्दों की वसुलियां अभी बाकी होने के कारण बैंक, विलय योजना के खंड 6 के उपखंड (9) में विनिर्दिष्ट समय के भीतर परिसम्पत्तियों का अंतिम रूप से मूल्यांकन करने में असमर्थ रहा है।

और यतः केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने पर इस बात से संतुष्ट है कि विलय योजना को लागू करने में कठिनाई पैदा हो गयी है और उक्त

समय बढ़ा कर जितने में परिसम्पत्तियों का अंतिम रूप से मूल्यांकन अपेक्षित है, उक्त कठिनाई को दूर करना जम्हा है।

अतः अब बैंक आफ बिहार लिमिटेड पटना का भारतीय स्टेट बैंक के साथ विलय की 5 नवम्बर, 1969 की विलय योजना के खंड 20 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निदेश देती है कि भारतीय स्टेट बैंक, भारतीय रिजर्व बैंक के परामर्श से तथा उसके अनुमोदन से बैंक आफ बिहार लिमिटेड को उन परिसम्पत्तियों का, जिनका बमूल्य और मूल्यांकन नहीं हुआ है, नियत तारख से सत्रह वर्षों की अवधि के भीतर मूल्यांकन करेगा।

[संख्या 17/2/83-आ. ओ.-III]

ना. बालासुब्रह्मण्यन, निदेशक

New Delhi, the 11th February, 1986

S.O. 970.—Whereas on 5th November, 1969 a scheme of amalgamation of the Bank of Behar Limited, Patna with the State Bank of India was sanctioned by the Central Government in exercise of the powers conferred by and in accordance with Section 45 of the Banking Regulation Act, 1949.

Whereas under sub-clause (ix) of clause 6 of the said scheme, the State Bank of India was required to make a final valuation of the assets of the Bank of Behar Limited, which have been provisionally valued on the prescribed date, on the expiry of twelve years from the prescribed date.

Whereas the State Bank of India has represented that in view of the large number of assets involved and the recovery of most of the items yet to be realised in spite of its efforts, it has not been able to make the final valuation within the time specified in sub-clause (ix) of clause 6 of the scheme of amalgamation.

And whereas the Central Government in consultation with the Reserve Bank of India is satisfied that a difficulty has arisen in giving effect to the scheme of amalgamation which it is necessary to remove by extending the time within which the final valuation of assets is required to be made.

Now, therefore, in exercise of the powers conferred by clause 20 of the scheme of amalgamation dated 5th November, 1969 of the Bank of Behar Ltd., Patna with the State Bank of India, the Central Government hereby directs that the State Bank of India shall in consultation with and with the approval of the Reserve Bank of India value the assets of the Bank of Behar Limited, Patna which have not been realised and valued, within a period of seventeen years from the prescribed date.

[No. 17/2/83-B.O. III]

N. BALASUBRAMANIAN, Director

नई दिल्ली, 21 फरवरी, 1986

का. आ. 971.—राष्ट्रीयकृत बैंक (प्रबंध और उपबंध) स्कीम, 1980 के खंड 8 के उपखंड (1) के साथ पठित खंड 3 के उपखंड (क) के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री वाई. एस. हेगड़े को 16 फरवरी, 1986 से प्रारम्भ होने वाली और 15 फरवरी, 1989 को समाप्त होने वाली अवधि के लिए कारपोरेशन बैंक के प्रबंध निदेशक के रूप में पुनः नियुक्त करती है।

[सं. एक. 9/50/85-आ. ओ. 1(1)]

New Delhi, the 21st February, 1986

S.O. 971.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby re-appoints Shri Y. S. Hegde as the Managing Director of Corporation Bank for a period commencing on February 16, 1986 and ending with February 15, 1989.

[No. F. 9/50/85-BO.I(1)]

का. आ. 972.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 7 के साथ पठित खंड 5 के उपखण्ड (1) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री वाई. एस. हेगड़े को, जिन्हें 16 फरवरी, 1986 से कारपोरेशन बैंक के प्रबंध निदेशक के रूप में पुनः नियुक्त किया गया है, उसी तारीख से कारपोरेशन बैंक के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[सं. एक. 9/50/85-आ. ओ. 1(2)]

S.O. 972.—In pursuance of sub-clause (1) of clause 5, read with clause 7, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government after consultation with the Reserve Bank of India, hereby appoints Shri Y. S. Hegde who has been re-appointed as Managing Director of Corporation Bank with effect from February 16, 1986 to be the Chairman of the Board of Directors of Corporation Bank with effect from the same date.

[No. F. 9/50/85-BO.I(2)]

का. आ. 973.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री डी. के. कंट्रेक्टर को कार्यकारी संचालने की तारीख से प्रारम्भ होने वाली तथा 19 अक्टूबर, 1987 को समाप्त होने वाली अवधि के लिए सेंट्रल बैंक आफ इण्डिया का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9/30/84-आ. ओ. 1(1)]

S.O. 973.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri D. K. Contractor, as a whole-time Director (designated as the Executive Director) of the Central of the Central Bank of India for the period commencing with the date of his taking charge and ending with October 19, 1987.

[No. F. 9/30/84-BO.I(1)]

का. आ. 974.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री एन. एस. पारुलेकर को कार्यकारी संचालने की तारीख से प्रारम्भ होने वाली तथा 2 अगस्त, 1987 को समाप्त होने वाली अवधि के लिए, बैंक आफ इण्डिया का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9/30/84-आ. ओ. 1(2)]

S.O. 974.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri N. S. Parulekar as a whole-time Director (designated as the Executive Director) of the Bank of India for the period commencing with the date of his taking charge and ending with August 2, 1987.

[No. F. 9/30/84-BO.I(2)]

का. प्रा. 975.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री ए. शंकरालिंगम को कार्यभार संभालने की तारीख से आरम्भ होने वाली तथा 12 अक्टूबर, 1986 को समाप्त होने वाली अवधि के लिए, इण्डियन बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(3)]

S.O. 975.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri A. Sankaralingam as a whole-time Director (designated as the Executive Director) of the Indian Bank for the period commencing with the date of his taking charge and ending with October 12, 1986.

[No. F. 9/30/84-BO.I(3)]

का. प्रा. 976.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री एस. पी. तलवार को कार्यभार संभालने की तारीख से तीन वर्ष की अवधि के लिए ओरिएण्टल बैंक आफ कामर्स का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(4)]

S.O. 976.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri S. P. Talwar, as a whole-time Director (designated as the Executive Director) of the Oriental Bank of Commerce for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO.I(4)]

का. प्रा. 977.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री पी. एस. वी. मल्लया को कार्यभार संभालने की तारीख से 3 वर्ष की अवधि के लिए सिंडिकेट बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(5)]

S.O. 977.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Misc. Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. S. V. Mallaya, as a whole-time Director (designated as the Executive Director) of the Syndicate Bank for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(5)]

का. प्रा. 978.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री के. रामचन्द्र नायक को कार्यभार संभालने

की तारीख से 3 वर्ष की अवधि के लिए आंध्र बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(6)]

S.O. 978.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Misc. Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Ramachandra Nayak as a whole-time Director (designated as the Executive Director) of the Andhra Bank for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(6)]

का. प्रा. 979.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री एम. यू. किनी को कार्यभार संभालने की तारीख से 3 वर्ष की अवधि के लिए यूनियन बैंक आफ इंडिया का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(7)]

S.O. 979.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. U. Kini, as a whole-time Director (designated as the Executive Director) of the Union Bank of India for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(7)]

का. प्रा. 980.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री श्रीरामके. गुप्ते को कार्यभार संभालने की तारीख से 3 वर्ष की अवधि के लिए बैंक आफ महाराष्ट्र का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(8)]

S.O. 980.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri R. K. Gupte as a whole-time Director (designated as the Executive Director) of the Bank of Maharashtra for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(8)]

का. प्रा. 981.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री के. मनमोहन शिनाय को कार्यभार संभालने की तारीख से 3 वर्ष की अवधि के लिए यूको बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एफ. 9/30/84-बी. ओ. 1(9)]

S.O. 981.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Manmohan Shenui, as a whole-time Director (designated as the Executive Director) of the UCO Bank for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(9)]

का.आ. 982.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री आर. रामचन्द्रन को कार्यभार संभालने की तारीख से तथा 21 फरवरी, 1987 को समाप्त होने वाली अवधि के लिए, इंडियन ओवरसीज बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9/30/84-बी.ओ. 1(10)]

S.O. 982.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri R. Ramachandran, as a whole-time Director (designated as the Executive Director) of the Indian Overseas Bank for the period commencing with the date of his taking charge and ending with October 21, 1987.

[No. F. 9/30/84-BO. I(10)]

का.आ. 983.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री जी.एस. दाहोत्रे को कार्यभार संभालने की तारीख से तीन वर्ष की अवधि के लिए देना बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9/30/84-बी.ओ. 1 (11)]

S.O. 983.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri G. S. Dahotre, as a whole-time Director (designated as the Executive Director) of the Dena Bank for a period of three years from the date of his taking charge.

[No. F. 9/30/84 BO. I(11)]

का.आ. 984.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा डा. ए. सी. शाह को कार्यभार संभालने की तारीख से तीन वर्ष की अवधि के लिए बैंक ऑफ बड़ोदा का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9/30/84-बी.ओ. 1(12)]

S.O. 984.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Dr. A. C. Shah, as a whole-time Director (designated as the Executive Director) of the Bank of Baroda for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(12)]

का.आ. 985.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री आर.एल. बघवा को कार्यभार संभालने की तारीख से तीन वर्ष की अवधि के लिए अलाहाबाद बैंक का पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) नियुक्त करती है।

[सं. एक. 9(30)/84-बी.ओ. 1(13)]

एम. एस. हसूरकार, निदेशक

S.O. 985.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri R. L. Wadhwa as a whole-time Director (designated as the Executive Director) of the Allahabad Bank for a period of three years from the date of his taking charge.

[No. F. 9/30/84-BO. I(13)]

S. S. HASURKAR, Director

नई दिल्ली, 21 फरवरी, 1986

का. आ. 986.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 19 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा राष्ट्रीय कृषि और ग्रामीण विकास बैंक द्वारा 17 और 19 मार्च, 1986 की अवधि के दौरान 100 रुपये प्रतिशत मूल्य पर, 13 वर्ष की परिपक्वता अवधि वाले आर। किये जाने वाले 37 करोड़ रुपये (सैंतेस करोड़ रुपये केवल) के बांडों पर देश ब्याज की दर 9.75 प्रतिशत (नौ दशमलव पचहत्तर प्रतिशत) तय करती है। राष्ट्रीय कृषि और ग्रामीण विकास बैंक को उक्त अधिसूचित राशि से 3.63 करोड़ रुपये अधिक तक अभिदान की राशि अपने पास रख लेने का अधिकार होगा।

[संख्या 10 (21)/86- ए. सं.]]

के. पी. पाण्डियन, अवर सचिव

New Delhi, the 21st February, 1986

S.O. 986.—In pursuance of clause (a) of Section 19 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby fixes 9.75 per cent (nine and three fourth per cent) per annum as the rate of interest payable on the bonds of Rs. 37 crores (Rupees thirty seven crores only) to be issued at 100.00 per cent during the period from 17th and 19th March, 1986 with right to retain subscriptions received upto a sum of Rs. 3.63 crores in excess of the notified amount with a maturity period of 13 years by the National Bank for Agriculture and Rural Development.

[No. 10(21)/86-AC]

K. P. PANDIAN, Under Secy.

वाणिज्य मंत्रालय

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 13 फरवरी, 1986

का. आ. 987.—श्रीमती वेनडिटी हेलन मद्रास वाला, हुबर्ली को दत्तसम सीलून 1204-1981 माडल कार का आयात करने के लिए 36,000-रुपय भाव के लिये सीमा शुल्क निकासी परमिट सं. पी/जे/3053279, दिनांक 1-1-86 दिया गया था। आवेदक ने उक्त सीमा शुल्क निकासी परमिट की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट अस्थानस्थ हो गई/खो गई है। आगे यह भी बताया गया है कि मूल सीमा शुल्क निकासी परमिट किसी भी पत्तन में पंजीकृत नहीं किया गया था और इस प्रकार सीमा शुल्क निकासी परमिट बिल्कुल भी उपयोग में नहीं लाया गया है।

2. अपने तर्कों के समर्थन में आवेदक ने उचित न्यायिक प्राधिकारी के सम्मुख विधिवत शपथ लते हुए एक शपथ पत्र दाखिल किया है। तदनुसार मं संतुष्ट है कि आवेदक द्वारा मूल सीमा शुल्क निकासी परमिट सं. पी/ज/3053279, दिनांक 1-1-1986 खा गया है। समय समय पर यथा-संगोषित आयात (नियंत्रण) आवेदक, 1955 दिनांक 7-12-1955 के उप-परा 9 (सांसा) के अधीन प्रदत्त अधिकारों का प्रयोग करते हुए श्रीमती बनाडटा हेलन मद्रास वाले का जारो की गई मूल सीमा शुल्क निकासी परमिट सं. पी/ज/3053279, दिनांक 1-1-1986 एतद्वारा रद्द का जाता है।

3. सीमा शुल्क निकासी परमिट की एक अनुलिपि प्रति पार्टी को अलग से जारो की जा रही है।

[फाइल नं. ए/एम-135/85-86/बी एल एस/3140]

एन० एस० कुणामूर्ति, उप मुख्य नियंत्रक, आयात-निर्यात
कृत मुख्य नियंत्रक, आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 13th February, 1986

S.O. 987.—Mrs. Bernadette Helen Madras-wala, Dubai was granted a Customs Clearance Permit No. P/J/3053279 dt. 1-1-86 for Rs. 36,000 only for import of Datsun Saloon 1204—1981 Model car. The applicant has applied for Issue of Duplicate copy of the above mentioned Customs Clearance Permit on the ground that the original CCP has been misplaced/lost. It has further been stated that the original CCP was not registered with any Customs authority and such the value of the CCP has not been utilised at all.

2. In support of her contention, the licensee has filed an affidavit duly sworn before appropriate judicial authority I am accordingly satisfied that the original CCP No. P/J/3053279 dt. 1-1-86 has been lost by the applicant. In exercise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3053279 dt. 1-1-86 issued to Mrs. Bernadette Helen Madras-wala, is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. A[M]-135/85-86/BLS/3140]

N. S. KRISHNAMURTHY, Dy. Chief Controller
of Imports & Exports
for Chief Controller of Imports & Exports

नई दिल्ली, 25 फरवरी, 1986

आवेदक

का.आ. 988—मै. भारत हेवी इलेक्ट्रिकल्स लि. टॉपोजा (सां), 18-20 कस्तूरबा गांधी मार्ग, नई दिल्ली-1 को मुक्त निर्यात मुद्रा के अधीन दो एनओएम पोर्टेबल जेन्टरी क्रेन के आयात के लिए 1,45,55,900/- रु० (एक करोड़ पैंतालीस लाख पचपन हजार नीं सो रु० मात्र) मूल्य का एक आयात लाइसेंस सं. आई/सांज/2041076, दिनांक 11-12-84 दिया गया था।

कर्म ने ऊपर उल्लिखित लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारो करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति खो गई है या अर्ध-नस्थ हो गई है। आगे यह भी कहा गया है कि लाइसेंस की सीमा शुल्क प्रयोजन प्रति की बम्बई कस्टम हाउस के पास रजिस्ट्रार करवाया गया था तथा उक्त अंतिम रूप से 71,02,300/- रु० मूल्य के लिए उधारित किया गया है।

2. अपने तर्कों के समर्थन में लाइसेंसधारा ने नोटरी पब्लिक, नई दिल्ली के सम्मुख विधिवत शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है। मैं, तदनुसार संतुष्ट हूँ कि आयात लाइसेंस सं. आई/सांज/2041076 दिनांक 11-12-84 का मूल सीमा शुल्क प्रयोजन प्रति कर्म द्वारा खो गई है या अस्थानस्थ हो गई है। यथासंगोषित आयात नियंत्रण आदेश, 1955 दिनांक 7-12-1955 का उपधारा 9(सांसा) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैंसे भारत हेवी इलेक्ट्रिकल्स लि. का जारो का गई उक्त मूल सीमा शुल्क प्रयोजन प्रति सं. आई/सांज/2041076, दिनांक 11-12-84 को एतद्वारा रद्द करता हूँ।

3. पार्टी को उक्त सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति को अलग से जारो किया जा रहा है।

[सं० सांज-2/एच आई/28/84-85/1101]

पॉल बैक, उप मुख्य नियंत्रक, आयात एवं निर्यात
कृत मुख्य नियंत्रक, आयात एवं निर्यात

New Delhi, the 25th February, 1986

ORDER

S.O. 988.—M/s. Bharat Heavy Electricals Ltd., TPG (C), 18—20 Kasturba Gandhi Marg, New Delhi-1 were granted an import licence No. I/CG/2041076 dated 11-12-84 for Rs. 1,45,55,900 (Rupees one crore forty five lakhs fifty five thousand and nine hundred only) for import of two nos. portable gantry Crane under free foreign exchange.

The firm has applied for issue of Duplicate copy of Customs Purposes copy of the above mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes copy of the licence was registered with Bombay Customs House and has been utilized partly for Rs. 71,02,300.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public New Delhi. I am accordingly satisfied that the original Customs Purposes copy of Import Licence No. I/CG/2041076 dated 11-12-84 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import Control Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes copy No. I/CG/2041076 dt. 11-12-84 issued to M/s. Bharat Heavy Electricals Ltd., is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. CG. II/HI/28/84-85 1101]

PAUL BECK, Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports.

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 18 फरवरी, 1986

का०आ० 989.—कोयला खान भविष्य निधि तथा प्रकीर्ण उपबन्ध अधिनियम, 1948(1948 का 46) की धाराओं 3, 3उ और 3ख के अधीन बनाई गई निम्नलिखित स्कीमों का संशोधन नीचे प्रत्येक के सामने उल्लिखित अधिसूचनाओं (जिन्हें इसमें इसके पश्चात् उक्त अधिसूचनाओं कहा गया है) द्वारा अन्य बातों के साथ-साथ यह उपबन्ध करने के लिये किया गया था कि इन स्कीमों के अधीन किये

गए प्रत्येक अभिदाय को निकटतम रूप में पूर्णांकित किया जा सके :

- (1) कोयला खान भविष्य सांकांनिं सं० 1312
निधि स्कीम, 1948 तारीख 18-12-1984
- (2) आन्ध्र प्रदेश कोयला सांकां निं सं० 1313
खान भविष्य निधि तारीख 18-12-1984
स्कीम, 1956
- (3) राजस्थान कोयला खान सांकांनिं सं० 1314
भविष्य निधि स्कीम, तारीख 18-12-1984
1958
- (4) कोयला खान कुटुम्ब सांकां निं सं० 1315
पेंशन स्कीम, 1971 तारीख 18-12-1984
- (5) कोयला खान निक्षेप सांकांनिं सं० 1316
संबद्ध बोमा स्कीम, तारीख 18-12-1984
1976

और उक्त अधिसूचनाएं भारत के राजपत्र भाग 2, खंड 3(i) तारीख 29 दिसम्बर, 1984 में प्रकाशित की गई तथा संशोधित उपबन्ध 1 अप्रैल, 1984 को प्रवृत्त हुए थे ;

और उक्त अधिसूचनाओं के प्रकाशन के पूर्व कोयला खान भविष्य निधि स्कीम, 1948 आन्ध्र प्रदेश कोयला खान भविष्य निधि स्कीम, 1956, राजस्थान कोयला खान भविष्य निधि स्कीम, 1958 और कोयला खान कुटुम्ब पेंशन स्कीम, 1971 (जिन्हें इससे पहले पञ्चात् उक्त स्कीम कहा गया है) के अधिन अप्रैल, 1984 से नवम्बर, 1984 के अवधि के लिये किये गये अभिदायों की सदस्यों में वसूल निकटतम रुपये में पूर्णांकित किये बिना ही कर ली गई और इस कारण 31-3-1985 के समाप्त होने वाले चालू अवधि के लिये अपूर्णांकित अभिदायों का स्थापन नियोजकों द्वारा उक्त स्कीमों के अधिन रखे गये सदस्यों के अभिदाय-पत्रकों में किया गया था ;

और अप्रैल, 1984 से नवम्बर, 1984 की अवधि के लिये कोयला खान निक्षेप संबद्ध बोमा स्कीम, 1976 के अधिन नियोजकों के अभिदायों का परिकलन और निक्षेप नियोजकों द्वारा निकटतम रुपये में पूर्णांकन किये बिना ही किया गया था ;

और कोयला खान कुटुम्ब पेंशन स्कीम, 1971 के अधिन 29 दिसम्बर 1984 से पहले संदत्त फायदों का पूर्णांकन सांकांनिं सं० 1315 तारीख 18-12-1984 में यथापरिकल्पित के अनुसार निकटतम रुपये में नहीं किया गया था ;

और कोयला खान कुटुम्ब पेंशन स्कीम, 1971 के अधिन समूलियों, अभिदाय पत्रकों में प्रविष्टियों, निक्षेपों और संदत्त फायदों का 1 अप्रैल, 1984 से भूतलक्षों रूप से पुनर्रक्षण करने के कारण सदस्यों के लेखाओं में निक्षेपों के हिसाब करने में कठिनाइयाँ और उनकी प्रविष्टियाँ करने और उनका मिलान करने में विलम्ब हो जायेगा ;

और पूर्वोक्त वर्णित कठिनाइयों को दूर करना आवश्यक समझा गया है ;

अतः, केन्द्रिय सरकार, कोयला खान भविष्य निधि तथा प्रकीर्ण उपबन्ध अधिनियम, 1948 (1948 का 46) की धारा 11ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आदेश देता है, कि उक्त स्कीमों और कोयला खान निक्षेप संबद्ध बोमा स्कीम, 1976 के अधिन किये गये प्रत्येक अभिदाय का पूर्णांकन करने की बाबत तथा कोयला खान कुटुम्ब पेंशन स्कीम, 1971 के अधिन फायदों का पूर्णांकन करने की बाबत उपबन्ध जो उक्त अधिसूचनाओं में अन्तर्विष्ट हैं, 1 अप्रैल, 1985 से प्रवृत्त होंगे और तारीख 18 दिसम्बर, 1984 का सांकांनिं सं० 1312, 1313, 1314 में अन्तर्विष्ट धारा के पूर्णांकन की बाबत उपबन्ध उक्त अधिसूचनाओं में वर्णित के अनुसार 1 अप्रैल, 1984 से प्रवृत्त होंगे ।

स्पष्टीकारक टिप्पणः

कोयला खान भविष्य निधि स्कीम, 1948, आन्ध्र प्रदेश कोयला खान भविष्य निधि स्कीम, 1956, राजस्थान कोयला खान भविष्य निधि स्कीम, 1958, कोयला खान कुटुम्ब पेंशन स्कीम, 1971 और कोयला खान निक्षेप संबद्ध बोमा स्कीम 1976 के अधिन अभिदायों का पूर्णांकन करने के लिये इन स्कीमों में क्रमशः सांकांनिं सं० 1312, 1313, 1314, 1315 और 1316 सभी तारीख 18-12-1984 द्वारा जो भारत के राजपत्र भाग 2, खंड 3(i) तारीख 29-12-1984 में प्रकाशित हुए थे, 1-4-1984 से संशोधन किये गये । चूंकि संशोधन भूतलक्षों तारीख से किये गये स्पष्टीकारक टिप्पण सभी संशोधन अधिसूचनाओं के साथ सलग्न किय गये ।

2. 1-4-1984 से भूतलक्षों पूर्णांकन लिये जाने के कारण वसूलियों, अभिदायों पत्रकों में प्रविष्टियों, निक्षेपों और संदत्त फायदों आदि के पुनर्रक्षण किये जाने से सदस्यों के लेखाओं में निक्षेपों के मिलानों और अभिदायों को प्रविष्टियों में लेखा अन्य कठिनाइयों और विलम्ब हो गये थे क्योंकि ये कार्य अप्रैल, 1984 से नवम्बर, 1984 के पूर्व पुनर्रक्षित उपबन्धों के अधिन पूर्णांकन किये बिना ही किये जा चुके थे ।

3. उपरोक्त कठिनाइयों को दूर करने की दृष्टि से यह आवश्यक समझा गया कि संशोधित उपबन्धों का प्रभाव तारीख 1-4-1984 से 1-4-1985 तक हो जाये, अर्थात् वित्तीय वर्ष 1985-86 के प्रारंभ से कर दिया जाये । यह प्रमाणित किया जाता है इससे किसी व्यक्तित्व के हितों पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

[सं० एस-70011(1)/84-प्रशा०-I(पं० एफ) कोल्यू-II]

समय सिंह, अवर सचिव

MINISTRY OF ENERGY

EXPLANATORY MEMORANDUM

(Department of Coal)

New Delhi, the 18th February, 1986

S.O. 989.—Whereas the following Schemes framed under sections 3, 3E and 3G of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948) were amended by the notification mentioned against each (hereinafter referred to as the said notifications) so as to provide inter-alia for rounding off each contribution under these schemes to the nearest rupee :—

- (1) The Coal Mines Provident Fund Scheme, 1948 G.S.R. Number 1312, dated 18-12-1984.
- (2) The Andhra Pradesh Coal Mines Provident Fund Scheme, 1956, G.S.R. Number 1313, dated 18-12-1984.
- (3) The Rajasthan Coal Mines Provident Fund Scheme, 1958, G.S.R. Number 1314, dated 18-12-1984.
- (4) The Coal Mines Family Pension Scheme, 1971, G.S.R. Number 1315, dated 18-12-1984.
- (5) The Coal Mines Deposit-linked Insurance Scheme, 1976, G.S.R. Number 1316, dated 18-12-1984.

And whereas the said notifications were published in the Gazette of India, Part II, Section 3(i) dated the 29th December 1984 and the amended provisions came into force on the 1st day of April, 1984.

And whereas before publication of the said notifications, contributions under the Coal Mines Provident Fund Scheme, 1948, Andhra Pradesh Coal Mines Provident Fund Scheme, 1956, Rajasthan Coal Mines Provident Fund Scheme, 1958 and the Coal Mines Family Pension Scheme, 1971 (hereinafter referred to as the said Schemes) for the period from April, 1984 to November, 1984 had been recovered from the members without resorting to rounding off to the nearest rupee and as such unrounded contributions had been posted by employers in the contribution cards of members maintained under the said Scheme for the currency period ending on 31-3-1985;

And whereas the employers' contributions under the Coal Mines Deposit-linked Insurance Scheme, 1976 for the period from April, 1984 to November, 1984 had been calculated and deposited by the employers without resorting to rounding off to the nearest rupee;

And whereas benefits under the Coal Mines Family Pension Scheme, 1971 paid before 29th day of December, 1984 had not been rounded off to the nearest rupee as envisaged in G.S.R. Number 1315, dated 18-12-1984;

And whereas revision of the recoveries, postings in contribution cards, deposits and benefits paid under the Coal Mines Family Pension Scheme, 1971 due to retrospective rounding off from 1st April, 1984 would create accounting difficulties and delay in reconciliation of deposits and posting of contributions in member's accounts;

And whereas it has been considered necessary to remove the aforementioned difficulties;

Now, therefore, in exercise of the powers conferred by section 11B of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby order that the provisions regarding rounding off each contribution under the said Schemes and the Coal Mines Deposit Linked Insurance Scheme, 1976 and for rounding off benefits under the Coal Mines Family Pension Scheme, 1971 contained in the said notifications shall be operative from the 1st day of April 1985 while the provisions contained in G.S.R. 1312 1313 1314 all dated the 18th December 1984 for rounding off interest shall be operative from 1st day of April, 1984 as stipulated in the said notifications

With a view to rounding off the contributions etc., under the Coal Mines Provident Fund Scheme, 1948, Andhra Pradesh Coal Mines Provident Fund Scheme, 1956, Rajasthan Coal Mines Provident Fund Scheme, 1958, Coal Mines Family Pension Scheme, 1971 and Coal Mines Deposit Linked Insurance Scheme, 1976, amendments were made in these Schemes w.e.f. 1-4-1984 vide G.S.R. Numbers 1312, 1313, 1314, 1315 and 1316 respectively all dated 18-12-1984 published in Part II, Section 3(i) of the Gazette of India dated 29-12-1984. Since the amendments were made from a retrospective date, an explanatory memorandum was already attached to the amendment notifications.

2. The revision of the recoveries, postings in the contribution cards, deposits and benefits paid etc. due to retrospective rounding off from 1-4-1984 had created accounting difficulties and delay in reconciliation of deposits and postings of contributions in members accounts since this had already been made without resorting to round off under the pre-revised provisions from April, 1984 to November, 1984.

3. With a view to remove the above difficulties, it is considered necessary to change the effective date of amended provisions from 1-4-1984 to 1-4-1985 i.e. from the commencement of the financial year 1985-86. It is certified that this will not adversely affect the interests of any body.

[No. S. 70011(1)/84-Adm. I(PF)(Vol. II)]

SAMAY SINGH, Under Secy.

कृषि मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 7 फरवरी, 1986

का. आ. 990—सार्वजनिक परिसर (अनधिकृत कच्चे की बेदखली), अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा निम्न तालिका के कालम (1) में उल्लिखित अधिकारी को सरकार के राजपत्रित अधिकारी के समकक्ष अधिकारी होने के नाते, उक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी के रूप में, नियुक्त करती है, जो प्रदत्त शक्तियों का प्रयोग करेगा और उक्त अधिनियम के अधीन अथवा उसके द्वारा संपदा अधिकारी के लिये नियत दायित्वों को उक्त तालिका के कालम (2) में तदनुसूची प्रविष्टि में निर्दिष्ट सार्वजनिक परिसर के संबंध में अपने कार्यक्षेत्र की स्थानीय सीमाओं के अंदर-अंदर कार्य करेगा।

तालिका

अधिकारी का प्रदत्त नाम	सार्वजनिक परिसर की श्रेणियाँ और कार्यक्षेत्र की स्थानीय सीमाएं
उप महा प्रबन्धक (प्रशासन), नेशनल फर्टिलाइजर्स लि. से विजयपुर उर्वरक परियोजना, संबोधित अथवा उनके द्वारा नेशनल फर्टिलाइजर्स लि. या उनकी ओर से विजयपुर (मध्यप्रदेश) उर्वरक परियोजना जिला गुना (म. प्र.) स्थित कारखाने या टाऊनशिप में पट्टे पर किया गया परिसर	

[फाइल सं. 100/9/85-एक डी सी]

अकीन अहमद, डेस्क अधिकारी

MINISTRY OF AGRICULTURE

(Department of Fertilizers)

New Delhi, the 7th February, 1986

S.O. 990.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of unauthorised occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of gazetted officer of Government, to be an estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the Local Limits of his jurisdiction in respect of the Public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the Officer (1)	Categories of Public premises and local limits of jurisdiction (2)
Deputy General Manager (Admn), Vijaipur Fertilizer Project, National Fertilizers Limited, (Madhya Pradesh).	Premises belonging to, or taken on lease by or on behalf of National Fertilizers Limited in the factory and township at Vijaipur Fertilizer Project Distt. Guna, Madhya Pradesh.

[F. N. 100/9/85-FDC]

AQEEL AHMAD, Desk Officer

शहरी विकास मंत्रालय

नई दिल्ली, 26 फरवरी, 1986

क्रमांक 991.—केंद्रीय सरकार, दिल्ली किराया नियंत्रण अधिनियम, 1958 (1958 का 59) की धारा 1 की उपधारा (2) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के सभी उपबन्धों को, दिल्ली के राजपत्र, दिल्ली प्रशासन, भाग 3, सं० 12, तारीख 6 मई, 1982 में प्रकाशित, दिल्ली नगर निगम की अधिसूचना सं० 8 में अधिसूचना, तारीख 25 अप्रैल, 1982 में घोषित की गई दिल्ली नगर निगम की संसाधनों के भीतर नये की सारणों में उल्लिखित शहर क्षेत्र के रूप में परिभाषित पर विस्तारित करती है।—

क्रम क्षेत्र का नाम सं०	राजस्व-भू-सम्पत्ति का नाम	प्रस्तावित शहरीकरण क्षेत्रों का विवरण
1	2	3
1. पश्चिमी दिल्ली	(1) गार्ही पेरान (2) नंगलोई सायद (3) माकसूपुर	उक्त गाँव की पुरानी आबादी तथा समस्त राजस्व-भू-सम्पत्ति जो शहरी घोषित की गई है।
2. दक्षिणी दिल्ली	(1) सराय कालेखान (2) नंगलोई राजापुर (3) जिया सराय (4) महपालपुर (5) लाडो सराय	—यथोक्त— —यथोक्त— —यथोक्त— —यथोक्त— —यथोक्त—

1	2	3
3. उत्तर क्षेत्र	(1) ताहरपुर (2) बादली (3) रिठाला (4) बज्र गांव (5) रामपुर (6) मंगी नुसुन	उक्त गाँव की पुरानी आबादी तथा समस्त राजस्व-भू-सम्पत्ति जो शहरी घोषित की गई है। —यथोक्त— —यथोक्त— —यथोक्त— —यथोक्त— उक्त राजस्व भू-सम्पत्ति के समस्त शेष क्षेत्र
4. गार्ही क्षेत्र	(1) उस्तातपुर (2) मंगी नुसुन (3) बोधा न सरा (4) कटला	उक्त गाँव की पुरानी आबादी तथा समस्त राजस्व भू-सम्पत्ति जो शहरी घोषित की गई है।
5. पश्चिम क्षेत्र	(1) हैदरपुर (2) गार्हीपुर (3) मंगी नुसुन (4) जालापुर (5) जालापुर (6) पालमपुर	—यथोक्त— उक्त राजस्व भू-सम्पत्ति के समस्त शेष क्षेत्र।

2. यह अधिसूचना राजपत्र में प्रकाशन का तारीख से प्रवृत्त होगी।

[फ 0 सं० 23011/6/80-आर सी सं०]

चन्दर मेनन उप सचिव

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 26th February, 1986

S.O. 991 :—In exercise of powers conferred by the proviso to sub-section (2) of section 1 of the Delhi Rent Control Act, 1958 (59 of 1958), the Central Government hereby extend all the provisions of the said Act to the localities mentioned in the Schedule below to be the urban area within the limits of the Municipal Corporation of Delhi as declared in the Notification of the Municipal Corporation of Delhi No. TCO/82/47, dated the 23rd April, 1982 published in the Delhi Gazette, Delhi Administration Part-III No. 12, dated the 6th May, 1982.

SCHEDULE

Sl. No.	Name of the Zone	Name of the Revenue Estate.	Particulars of the areas.
1	2	3	4
I.	West Delhi	(1) Garhi Peeran (2) Nangloi Sayed (3) Maksoodpur	The old abadi as well as the entire revenue estate of the said village declared as urban.
II.	South Delhi	(1) Sarai Kalekhan (2) Nangloi Razapur (3) Jia Sarai (4) Mehpal Pur (5) Lado Sarai	-do- -do- -do- -do- -do-

1	2	3	4
III. North Zone	(1) Naharpur (2) Badli (3) Rithala (4) Wazirabad (5) Samapur (6) Mangolpur Kalan	The old abadi as well as the entire revenue estate of the said village declared as urban. The entire remaining areas of the said revenue estate.	
IV. Shahdara Zone	(1) Usmanpur (2) Mandoli Kachi (3) Ghonda Neemka (4) Kotla	The old abadi as well as the entire revenue estate of the said village declared as urban. -do- -do-	
V. Rural Zone	(1) Haiderpur (2) Sahipur (3) Mangolpur Khurd (4) Shalimar (5) Jawala Heri (6) Pectampura	-do- -do- -do- The entire remaining areas of the said revenue estate.	

2. This notification shall come into force from the date of its publication in the Official Gazette.

[F. No. 23011/6/80-RCC]
CHANDER SAIN, Dy. Secy.

दिल्ली विकास प्राधिकरण

(सर्वेक्षण एवं व्यवस्थापन शाखा-1)

नई दिल्ली, 20 फरवरी, 1986

का.आ. 992.—दिल्ली विकास अधिनियम 1957 (1957 का 61) की धारा 22 की उपधारा (4) के अनुबंधों के अनुसरण में दिल्ली विकास प्राधिकरण तबसे दो गई अनुबंधों में अंकित भूमि आगे आयोजना क्रियन्त बर्दस्त इन इन्डिया को प्राप्ति के तब हार्डस्कूल को स्थापना हेतु हस्तांतरित करने के लिए भूमि विकास प्राधिकरण, निर्माण और आवास मंत्रालय नई दिल्ली के निपटान पर देने हेतु केन्द्रिय सरकार के निपटान पर लौटा दो है।

अनुसूची

लगभग 6.749 एकड़ माप का भूमि खण्ड जो कि सैक्टर-12, आर.के. पुरम, नई दिल्ली में स्थित है जो अधिसूचना नं. 4719 दिनांक 21-8-75 को स्थल संख्या 111 का समस्त भाग है।

उपरोक्त भूमि की सीमाएं निम्नलिखित हैं:—

उत्तर में सड़क।

दक्षिण में स्कूल के लिए निर्दिष्ट भूमि।

पूर्व में सरकारी क्वार्टर।

पश्चिम में दिल्ली पब्लिक स्कूल तथा सी.जी.एच.एस. डिस्पेंसरी।

[सं.एम.एच.एस. 33(5)/85-एस ओ I/67]

एम.पी. जैन, सचिव

DELHI DEVELOPMENT AUTHORITY

(Survey & Settlement Unit I)

New Delhi, the 20th February, 1986

S.O. 992.—In pursuance of the provisions of sub-section (4) of section 22 of the DDA Act, 1957 (61 of 1957), the Delhi Development Authority has replaced at the disposal of the Central Govt. the land described in the Schedule below

for placing it at the disposal of the Land & Development Office, Ministry of Works & Housing, Nirman Bhawan, New Delhi for further transfer to the Irish Christian Brothers in India for the establishment a High School and Primary School.

SCHEDULE

Piece of land measuring about 6.749 acres situated in the R. K. Puram Sector-XII, New Delhi bearing site No. 111 full of Notification No. 4719 dated 21-8-75,

The above piece of land is bounded as follows :—

North.—by Road.

South.—by land earmarked for School.

East.—by Govt. quarters.

West.—by Delhi Public School & C.G.H.S. Dispensary.

[No. S&S 33(5)/85-ASO(I)/67]

M. P. JAIN, Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 27 फरवरी, 1986

का. आ. 993.—स्वायत्ती आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड 3 पैरा (क) के अनुसार महाविदेशक, दूरसंचार विभाग ने डलहोसी टेलीफोन केन्द्र, हिमाचल प्रदेश (उत्तर पश्चिम संकल) में, दिनांक 15-3-1986 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-23/86-पी. एच. बी.]

के.पी. शर्मा, सहायक महाविदेशक, (पी.एच.बी.)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunication)

New Delhi, the 27th February, 1986

S.O. 993.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication hereby specifies 15-3-1986 as the date on which the Measured Rate System will be introduced in Dalhousie Telephone Exchange, Himachal Pradesh, N.W. Circle.

[No. 5-23/86-PHB]

K. P. SHARMA, Asstt. Director General (PHB)

श्रम मंत्रालय

नई दिल्ली, 25 फरवरी, 1986

का.आ. 994.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रिय सरकार, भारतीय स्टेट बैंक के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण नं. 2 प्रस्ताव के पंचाट को प्रकाशित करता है।

MINISTRY OF LABOUR

New Delhi, the 25th February 1986

S.O. 994.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD**

Reference No. 104 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of State Bank of India and their workmen.

APPEARANCES :

On behalf of the workmen : Shri Akhileshwar Bhagat, the concerned workman himself.

On behalf of the employers : Shri S. N. Tewary, Representative on behalf of the G.M., State Bank of India.

STATE : Bihar. **INDUSTRY :** Banking.

AWARD

Dhanbad, the 27th January, 1986

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-12012/50/85-D.II(A), dated, the 8th July, 1985.

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Akhileshwar Bhagat, Messenger, Local Head Office, Patna with effect from 23-8-1975 and not considering him for re-employment subsequently while recruiting fresh hands is justified? If not, to what relief the workman concerned is entitled?"

The case of the concerned workman Shri Akhileshwar Bhagat is that he joined the State Bank of India Local Head Office Patna as Messenger in subordinate cadre with effect from 12-3-1975 and continued working till 22-8-1975. He was suddenly stopped from service on 23-8-1975 without assigning any reason. He along with other employees took up the matter with the Bank management, Shah Commission of Enquiry and Hon'ble Prime Minister of India but the Bank management did not consider the grievance of the concerned workman. Lastly he put his demand before the Bank Management on 1-2-1984 but his demand was not considered by the management. Thereafter the concerned workman raised an industrial dispute before the ALC(C) Patna on 30-5-1984. The ALC(C) held conciliation proceeding which ended in failure. On submission of failure report by the ALC(C), the Government of India, Ministry of Labour referred the present dispute for adjudication to this Tribunal. The action of the management in stopping the concerned workman from service with effect from 23-8-1975 without

assigning any reason constitutes retrenchment. The Bank while appointing the concerned workman had not specified any period of appointment and as such he was required to put full length of service but the same could not be done as the Bank discontinued the concerned workman with effect from 23-8-1975. He was stopped from service without any notice and notice pay. The management did not record any reason for termination of the services of the concerned workman. The Bank management thus violated the provisions of, Section 25G of the I.D. Act, 1947 which is attracted in all cases of retrenchment and the procedure laid down therein insisting on the observations of the principles "Last come first go" which has to be strictly followed by the Bank management if the retrenchment is regarded as valid. The Bank management after retrenching the services of the concerned workman appointed a number of persons in different branches without disclosing reasons for such departure. It was obligatory upon the Bank management to re-employ the concerned workman when vacancies arose as required under Section 25H of the I.D. Act. Shri Sheo Lochan Ram, Surendra Kumar, Prem Chandra, Shital Das, Om Prakash Pd., Sukhn Rajak, Govind Thakur and Shankar Prasad were appointed as messenger after termination of the services of the concerned workman. The Bank management in retrenching the services of the concerned workman and appointing fresh hands did not follow the rules 77 and 78 of the I. D. Act (Central) Rules, 1957 whereby it was obligatory on the part of the Bank Management to display on the notice board the name of the concerned workman according to his seniority of service in the category and again when vacancies arose. The Bank failed to give notice to the respondent by post and also by displaying his name on the notice board.

The Industrial Dispute Act is social legislation to protect a weak against the strong and there is no limitation of period of raising a dispute under the Act. The concerned workman had all along been negotiating for his reinstatement and made various correspondence after termination of his services. He was being assured by the authorities that his case would be considered and as such it cannot be said that the claim of the concerned workman is stale. It is submitted that the action of the Bank management is mala fide and that the concerned workman is entitled to be reinstated with full back wages.

The case of the Bank management is that the claim of the workman has become completely stale and such stale claims are not permissible in law. The concerned workman was engaged as Messenger on purely temporary basis against the leave vacancies which arose between 12-3-1975 to 22-8-1975 (161 days in all) in the establishment of the local head office of State Bank of India, Patna. As the concerned workman had worked against the leave vacancies he had to go after permanent incumbents joined his duties. As per Government direction and Bank rules, a permanent/regular employment is appointed only after a proper procedure and after the applications have been forwarded and sponsored by the employment exchange. The termination of the services of the concerned workman is not retrenchment within the meaning of the Industrial Disputes Act. Since the workman was engaged in the leave vacancy

the appointment was for the period of leave of the person in whose absence the concerned workman was engaged and as such no notice specifying the reasons were required to be given to the concerned workman. He had not completed the required one year of continuous service on the date of termination within meaning of Section 25F of the I.D. Act, and the provisions of Section 25F of the I.D. Act is not applicable in the case of the concerned workman. There is no violation of the provisions of Section 25G of the I.D. Act or any other provision of the Act. The appointment of the persons named in para-16 of the W.S. of the concerned workman were made through Employment Exchange and after following the procedure. After 22-8-1975 the appointments are made from the list of eligible persons sent by the Local Employment Exchange under the provisions of Employment Exchange (vacancy) Act., 1959. The name of the concerned workman was never sent by the Employment Exchange and as such there was no question of considering the concerned workman for his employment. After the stoppage of the concerned workman no person is appointed as a temporary messenger against leave vacancy in the local head office Patna except the persons whose names are sent for appointment by the local employment exchange and they are recruited in permanent cadre. The requirements of rule 77 and 78 of the I.D. Rules are not applicable in the facts and circumstances of the case. The termination of the services of the concerned workman is perfectly legal and it is not in violation of any provision of the I.D. Act. As the action of the management is perfectly legal, justified and bonafide the concerned workman is not entitled to any relief.

The points for considerations, are whether the termination of the services of the concerned workman with effect from 23-8-1975 is justified and whether the action of the management in not considering him for re-employment subsequently while recruiting fresh hands is justified.

The concerned workman has examined himself as WW-1 and the management did not examine any witness. However, the management has produced documents which have been marked Ext. M-1 to M-7. The documents produced on behalf of the concerned workman has been marked as Ext. W-1 to W-14.

Admittedly, the concerned workman was appointed as a messenger in the local Head Office of State Bank of India Patna Branch from 12-3-1975 to 22-8-1975. He was in continuous service during that period for 161 days. Ext. W-1 dated 23rd June 1973 is a certificate from the office Manager of State Bank of India HO Patna which shows that the concerned workman had worked in the head office as purely temporary messenger in leave vacancy from 12-3-1975 to 22-8-1975. It is also admitted that the concerned workman was stopped from service on 23-8-1975 without assigning any reason. WW-1 has stated that his appointment was temporary against permanent vacancy but from the certificate Ext. W-1 which the concerned workman himself filed, it will appear that he was appointed as a purely temporary messenger in leave vacancy and as such his evidence that his appointment was temporary against permanent vacancy does not appear to be correct. He

has stated that he did not receive any letter of termination of his services and that no reason was assigned by the management as to why his services were being terminated. He has stated that the management had not issued any appointment letter to him and that no period of his appointment was specified at the time of his appointment. He has further stated that the termination of his services was in effect retrenchment. The case of the management is that the termination of the services of the concerned workman will not constitute retrenchment. It is further submitted on behalf of the management that as the concerned workman had not completed 240 days attendance in a calendar year the termination of his services will not constitute retrenchment. Thus the first question to be determined is whether the termination of the services of the concerned workman would constitute retrenchment. It is submitted on behalf of the concerned workman that in spite of the fact that he was in the services of the management for 161 days the termination of his services would constitute retrenchment and hence the provisions of Section 25G are attracted in his case. The management on the other hand has taken as and that the termination of the services of temporary employees appointed only for a limited period will not constitute retrenchment and as such there is no scope for the concerned workman to invoke the aid of Section 25F. It is also submitted on behalf of the management that the provisions of Section 25G of the I.D. Act is applicable only in respect of the workmen eligible for the benefit conferred by Section 25F of the I.D. Act.

The contention on behalf of the concerned workman is that the termination of his services would constitute retrenchment not withstanding the fact that he was a temporary employee appointed only for a short period. He was supported by the view expressed in the case reported in AIR 198 SC page 1219 (Santosh Gupta-V State Bank of Patiala). The Hon'ble Supreme Court in the said case held that the expression "Retrenchment" must include every termination of the services of a workman by an act of the employer irrespective of the nature of the reason for such termination. As such the submission made on behalf of the management that the termination of the concerned workman will not constitute retrenchment cannot be accepted.

The other question raised on behalf of the management is that as the concerned workman was not in continuous service of the Bank for a period of one calendar year, he is not entitled to any benefit of Section 25F and accordingly he will not also get the advantage of Section 25G of the Act. It has been held in Indian Factories and Labour Report Vol. 42 page 113 that "Section 25F and 25G are totally independent provisions though both of them deal with topic of retrenchment of workman. While Section 25F confers certain special rights such as entitlement to notice and payment of retrenchment compensation on workmen who had been in continuous service for not less than one year, Section 25G is a general provision covers all cases of retrenchment and it confers on the workman the minimal

safeguard of the observance of the principle of last come first go in the matter of effecting such retrenchment." Their Lordships further held in that case that Section 25G will get attracted to all cases of retrenchment and the procedure laid down therein insisting on the observance of the principle of last come first go will have to be strictly followed by the employer, if the retrenchment, is to be regarded as valid save in cases covered by the last portion of the Section, namely, where "for reasons to be recorded the employer retrenches any other workmen." It was also held by their lordships that the provisions of Section 25G are applicable in respect of temporary employees also. In view of the above there is no doubt that the termination of the services of the concerned workman was a retrenchment under Section 25G of the I.D. Act. It has been submitted on behalf of the concerned workman that the services of the concerned workman have been terminated without complying with the requirements of Rules 77 of the I.D. (Central) Rules, 1957 and as such the said order is illegal. The provisions of Rule 77 has been included in order to effectively achieve the object of Section 25G of the I. D. Act. The said rule 77 requires preparation and publication of a list of all workmen in the concerned category at least 7 days in advance of the proposed retrenchment. It provides "the employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated, arranged, according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board on a conspicuous place in the premises of the industrial establishment at least 7 days before the actual date of retrenchment". The concerned workman has referred to a decision of our own Hon'ble Court reported in 1984 LAB IC 645 where their Lordships held that "Industrial rule relating to retrenchment of 'last come first go' where other things are equal has been recognised for long and affords a healthy safeguard against discrimination. The principle was given statutory recognition by amendment of the Act in 1953. The rule 77 was framed with a view to facilitate the retrenched workmen to verify that he is not being discriminated against; otherwise it may be unpracticable for him to collect relevant information and enforce his right. The minimum time of 7 days allowed for this purpose is not unnecessarily long for, the workmen should get an adequate opportunity to scrutinise the correctness of the seniority list before he is thrown out. Viewed from this angle it should be held that the requirement mentioned in rule 77 is mandatory and its violation renders the order of retrenchment illegal". On the above observation their Lordships quashed the order of termination of the services of the petitioner and the management was directed to reinstate the petitioner in service as before. Taking the said decision as a guide for the decision of the present case, it appears that as the requirement mentioned in rule 77 of the I.D. (Central) Rules, 1957 has not been complied with, its violation may render the termination of the services of the concerned workman illegal as the termination of the services of the concerned workman was retrenchment under Section 25G of the I.D. Act. It is nowhere stated by the management that the requirement mentioned in Rule 77 of the I.D. Rules were

complied with by the management before retrenchment of the concerned workman and others.

The workman who, has examined himself as WW-1 has stated that some of the Messengers who were appointed along with him were also stopped from service along with him. He has stated that S/Shri Braj Kishore Pd., Shri Suresh Rajak and Baijnath Paswan were appointed along with him and their services were also terminated along with him and that they had not also, completed 240 days of attendance in a year prior to the termination of their services but they have been given the employment as Messenger during the year 1979 onwards. He goes on further to state that after their appointment he should have been appointed as a Messenger but the management did not give him appointment and appointed fresh persons as Messengers. Rule 78 of the I.D. (Central) Rules, 1957 makes a provision for re-employment of retrenched workmen. It provides—

- "(i) At least 10 days before the day on which vacancies are to be filled, the employer shall arrange for the display on the notice board on a conspicuous place in the premises of industrial establishment details of those vacancies and shall also give intimation of those vacancies by Regd. Post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter :

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being dubbed the number of such vacancies :

Provided further that if a retrenched workman without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.

- (ii) Immediately after complying with the provision of sub-clause (i) the employer shall also inform the trade union connected with the industrial establishment, of the number of vacancies to be filled and names of retrenched workmen to whom intimation has been sent under that sub-rule :

Provided that the provision of this sub-rule need not be complied with by the employer in any case when intimation is sent to every one of the workmen mentioned in the list prepared under Rule 77."

There is no document or evidence adduced on behalf of the management that the provision, of

Rule 78 were complied with before filling up the vacancies which had occurred after the retrenchment of the concerned workmen. The concerned workman WW-1 has stated that three persons who were appointed along with him and whose services were terminated were given employment as Messenger and that after their appointment it was the turn of the concerned workman but the management did not give him employment and made appointment of fresh person as Messenger. There is no denial to the fact that fresh appointment have been made in the local Head office of the Bank. It is clear therefore that the management after appointing three of the employees who were retrenched along with the concerned workmen appointed fresh hands without compliance of the mandatory provisions of Rule 78 of the I.D. Act. The management had neither produced a list as provided in rule 77 nor has produced any evidence to show that it was not the turn of the concerned workman after the appointment of the three employees who had been retrenched. It is also not denied that the management did not appoint fresh hands as Messengers, on the contrary management's own document Ext. M-5 dated 5-5-80 shows the names of 46 persons in the panel of subordinate staff in order of merit who were selected for appointment as badli messenger in local head office. Admittedly the said list does not contain the name of the concerned workman. According to Rule 78 the concerned workman should have been given intimation of the vacancies by Regd. Post to his address when the management decided to appoint fresh hands vide Ext. M-5. It is clear that Rule 78 has not been complied with by the management of the Bank prior to the appointment of fresh hands.

The plea of the management is that all the vacancies in the subordinate cadre has to be filled up through the medium of employment exchange and as the name of the concerned workman had not been sponsored by the employment exchange his case could not be considered for employment. In this respect the management has referred to Ext. M-12 and M-13 to show that the name has to be sponsored by the Employment Exchange. Next document referred to by the management is Ext. M-14 dated 13-5-1984 in which some procedure is laid down regarding the appointment of persons who had previously worked in the bank at least for a period of 90 days in 12 calendar months. It provides that all the temporary employees who have worked for a period of at least 90 days in 12 calendar months in the Bank may register themselves for absorption in the Bank either with the Personnel Officer of the Regional Office controlling the branches they had worked or that the Branch Manager of the branches where they had worked in temporary capacity by submitting an application along with the certificate from the Branch they had worked in temporary capacity. Thereafter the concerned Branch Manager has to forward the names of the temporary employees to the Personnel Officers of the Regional Offices and thereafter a panel has to be drawn up by the Personnel Officer at the Regional Office and as and when vacancies arise the Personnel Officer has to advise first 10 names of such temporary employees going strictly by the longest period of temporary service

put in out of the panel maintained by him, to the Branch where vacancy has arisen with the stipulation that these names be intimated to the Local employment exchange for sponsoring them along with the names of fresh candidates. Simultaneously the concerned Personnel Officer will ask the temporary employees, whose names he advised to the Branch to get themselves registered with the employment exchange if they are not already registered with the employment exchange. It is further provided that even if the employment exchange does not sponsor the candidates referred to above in spite of the re-request made by the Branch, they will be interviewed by the interview committee along with the candidates sponsored by the employment exchange. It further provides that in the case of employees who had worked at the local head office, such registration will be done by the Personnel Officer of Patna Regional Office. There is no evidence or material on the record to show that the procedure as laid down in Ext. M-14 has been complied with by the management and naturally therefore the name of the concerned workman had not been sponsored by the Employment Exchange, in and for that act of omission on the part of the management cannot be used as a sword against the concerned workman. The concerned workman therefore, cannot suffer for the fault of the management.

It has been submitted on behalf of the management that the concerned workman is a Matriculate and according to the rules of the management a Matriculate cannot be appointed in subordinate cadre of the Bank. The management has again referred to para-4 of Ext. M-14 wherein it is stated that there would be no relaxation in the Educational Qualification of the temporary employees registered themselves for absorption in the Banks services in subordinate cadre. Therefore, the temporary employees applying for absorption in subordinate cadre should be non-matriculate but should have passed 8th class. It will appear from Ext. M-7 dated 15-10-1973 that there was a relaxation in the case of sons of the Banks employees regarding the educational qualifications and it was decided to permit those who were 3rd division matriculate for appointment in the Banks services as subordinate staff and it was after this relaxation that the concerned workman was appointed as subordinate staff from 12-3-1975. It was in the year 1976 that the said relaxation was withdrawn vide Ext. M-9 dated 22-5-1976 by which time the concerned workman had already been retrenched from service on 22-8-1975.

The fact remains whether the rules regarding the educational qualifications and sponsoring of a candidate through the employment exchange are to supersede the provisions of I.D. Act. Section 25H of the I.D. Act provides re-employment of retrenched workmen. It provides "where any workmen are retrenched, and the employer proposes to take into his employment any person, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves the re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons." Thus according to Section 25H the concerned workman being retrenched

hand should have been given an opportunity for re-employment in preference over the persons who were newly appointed after his retrenchment. Section 25J gives an overriding character to the provisions of Chapter VA of the I.D. Act relating to retrenchment and in case of any inconsistency between the provision of Chapter VA of the Act and any other law or the Standing Orders. It will appear from the said provision that all dispute regarding the retrenchment have to be decided in accordance with Chapter VA by an Industrial Court. On the reading of Section 25J of the Act it is clear that any rule or circular in contravention of Chapter VA, which includes Section 25G and 25H, cannot override and as such the objections raised on behalf of the management on the ground that the concerned workman is matriculate and that this name was not sponsored by the Employment Exchange will not stand in the appointment of the concerned workman.

It has been submitted on behalf of the management that the present dispute is stale. On perusal of the Exts. filed on behalf of the concerned workman it will appear that he was corresponding with the management and higher authorities for his re-employment and the matter was not finally decided. This is not the case in which the concerned workman had kept quiet after the termination of his services. In the above view of the matter it cannot be said that the present dispute is stale.

It will appear from Ext. W-2 dated 19-11-1977 which was a reply from the Bank management that as per Bank policy the services of all the temporary employees who had rendered less than 240 days services in 12 calendar year months were discontinued in August, 1975. It will also appear from the evidence of WW-1 that Messengers appointed in subordinate cadre along with him were all terminated along with him. It appears therefore that no messenger junior to the concerned workman was retained in service and as such the principle "Last come first go" was not involved in the present case. As the services of all the temporary messengers were terminated, the services of the concerned workman alone could not be retained at the time when the services of all the subordinate cadre was terminated. Section 25G only provides that the employees shall ordinarily retrench the workmen who was the last person to be employed in that category and as all the subordinate cadre were stopped work at the same time the principle involved in 25G does not appear to be violated. However, the principle involved in Section 25H of the I.D. Act has certainly been violated in as much as the concerned workman was not offered re-employment at the time when new persons were appointed in the subordinate cadres. The concerned workman being a retrenched workman under Section 25G of the Act should have been given an opportunity for re-employment as he was always praying to the management for his re-employment since the time of his retrenchment. It will appear from Ext.M-5 dated 5-5-1980 that a panel was prepared for the recruitment of subordinate staff in the local head office and as the concerned workman was not considered for his re-employment before the appointment of the new persons, the concerned workman should also be re-employed at least from 5-5-1980.

In the result, I hold that the action of the management of the State Bank of India in not considering him for re-employment while recruiting fresh hands is not justified in as much as the concerned workman was a retrenched hand of the local head office of the State Bank of India. The management is directed to re-employ the concerned workman Shri Akhileswar Bhagat in subordinate cadre as messenger with effect from 5-5-1980 and the management is directed to pay all the emoluments to the concerned workman from the said date.

This is my Award.

I. N. SINHA, Presiding Officer.
[No. L-12012(50)]85-D.II(A)]

कांआ० 945.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में केन्द्रिय सरकार न्यू बैंक आफ इंडिया के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अतुल्य में निदिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, कानपुर के पंचाद को प्रकाशित करता है, जो केन्द्रिय सरकार को 11 फरवरी, 1986 को प्राप्त हुआ था।

S.O. 995.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of New Bank of India and their workmen, which was received by the Central Government on the 11th February, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
KANPUR

In the matter of dispute between

Shri Ram Tirath C/o The Assistant General Secretary U.P. Bank Employees Union 36/1
Kailash Mandir, Kanpur.

AND

The General Manager New Bank of India,
1 Tolstoy Marg New Delhi.

APPEARANCES :

Shri V. N. Sekhari for the workman and Shri
N. C. Sikri for the management.

AWARD

1. The Central Government, Ministry of Labour vide its notification no. L-12012/208/81-D.II(A), dated 19th March 1982, has referred the following dispute for adjudication to this tribunal:

Whether the action of the management of the New Bank of India in not absorbing Shri Ram Tirath Dwevedi sub-staff, in banks services is justified? If not, to what relief is the workman concerned entitled?

2. The facts of the case are not much disputed, according to the workman he entered services of the management on 23-1-1978 and his services were brought to end on 18-9-1980 and during this span he worked in the management's Faizabad branch for about 134 days whereas according to the management the workman entered in the bank service in February 1978 and worked for three days and then in 1979 he worked for total 41 days and lastly in the year 1980 he worked for 4 days in November also and thus his total working period during the said three years comes to 136 days. The workman avers that he was neither given any appointment letter nor any termination letter or given any notice for termination or notice pay and that even though he was on clear vacancy in Faizabad branch of the bank management of cash peon yet the claim of the workman was ignored and his juniors were absorbed. That as para 495 of the Sastri Award was brached and juniors were retained by the management bank and his claim was ignored.

3. The workman has taken the plea of infringement of section 25G and H and also infringement of rule 77 of the I.D. Act. The workman has averred that the provision of para 20.7 and 20.8 of the Bipartite Settlement have been violated. He has consequently prayed that he be reinstated in service with full back wages, treating his termination illegal and void.

4. It is admitted by the management that the workman was engaged as temporary basis for fixed duration in leave arrangements in years 78 to 83. It is averred that the workman was engaged when permanent sub-sta. B. B. Singh and Shri D. S. Singh were on leave. The management has submitted a chart ext. M-1 showing that even during period 136 days the workman worked from February 1978 to November 1980 and he was always in leave vacancies of either Shri B. B. Singh or Shri D. S. Singh or both. It is averred that the workman was on purely temporarily assignment on leave arrangement and in that way the workman will not be entitled for permanent absorption. The management has denied that the juniors were retained or absorbed when his services were terminated and also he was not offered employment when there was occasion for that and others were employed and section 25 G & H does not come in play. The bank had been giving temporary assignment to the workman for fixed duration on temporary basis in leave arrangement of the permanent incumbents and thus the workman has no right for permanent absorption in the bank.

5. In this case the management raised a preliminary objection that the case was not properly espoused. On this point Shri Harmangal Prasad gave his affidavit evidence and appeared in the witness box and testified that he was the Secretary of U.P. Bank Employees Union and that the same is affiliated to AIBEA, being its state unit. He further, averred that major employee of the management bank were members of the petitioner's union including workman concerned. He has not been cross examined on this point. Further, the matter should have been agitated at the initial stage when the case was before the ALC Central however, once the government has referred the dispute for adjudication treating the dispute as industrial

dispute, the same has been properly espoused. I therefore, repelled the preliminary objection of the management.

6. As regards temporary nature of appointment of the workman particularly in leave vacancy and for total period of 136 days in the year 1978 to 80 is not disputed. The workman has admitted that one Shri B. P. Singh and D. S. Singh were confirmed regular employees of the bank and that when ever they were on leave he was called upon by the manager to work and that he used to get payment for the number of days worked in leave arrangement. He has further admitted that in 1978 he worked for 3 days and in 1979 he worked for 41 days and in 80 he worked for 92 days and in this way he worked for a total period of 136 days. He further stated that he was not given any appointment letter on any one occasion and all appointment of permanent nature where done with the approval of the head office. Thus, the workman admits the case set out by the management.

7. Shri Harmangal Prasad workmans witness has admitted that four persons namely in para 20 of his affidavit had completed 240 days work. The workman at no point of time had completed 240 days hence there was no question of his case being considered for appointment or that he was discriminated in the matter of appointment to those persons. He admits that the bank was nationalised on 15-4-1980 but states that he has no knowledge that in such nationalised bank employment has to be made of persons espoused from the employment exchange.

8. The management witness Shri Hardeo Singh admits in cross examination that the workman was never given any appointment letter or termination letter and when there was any vacancy on leave the workman was appointed in leave vacancy and terminated when leave period was over. He further admits that the management does not maintained a seniority list of persons who are appointed in leave arrangement.

9. In view of the admission of the workman he was appointed in leave vacancy of Shri B. B. Singh and Shri D. S. Singh, the workman had clear information about the number of days leave was there and on what day his services were to come to an end on expiry of leave vacancies. That leave period would be sufficient notice in case of the temporary appointment of the workman in leave vacancy. From the annexure M-1 it is clear that after September 1980, he also worked one day in October and four days in November in leave vacancies of Shri B. B. Singh. The workman has admitted that in all he worked for 136 days, thus his averments that his services were terminated on 18-9-1980 is falsify even if that may be so he was given temporary appointment for one day in October and 4 days in November in leave vacancy of Shri B. B. Singh, which makes the total 136 days of his working as temporary in the management bank. The workman affidavit that he was terminated on 31-12-1980 orally is also falsified in view of Ext.M-1.

10. The workman has failed to prove that his services were terminated on 31-12-1980 when in all from 1978 to 1980 he had put in only 136 days of work. According to the management Annexure M-1

136 days of work came to an end in November 1980 after working for four days only in the month of November 1980 in the leave vacancy of Shri B.B. Singh.

11. Thus the workman had knowledge that his temporary appointment was for four days and that was sufficient notice for termination of his services.

12. Thus from the discussion made above, I hold that the management has not violated any provision of Sastri Award and Industrial Dispute Act as all the things completed well within the knowledge of the workman, hence question of violation of provision doesn't arise.

13. Thus, I accordingly hold that the action of the management in not absorbing the workman as sub-staff and terminating him is justified. The result is that as the workman has failed to substantiate his stand taken in statement of claim, is not entitled to any relief.

14. I, therefore, give my award accordingly.

5-2-86

R. B. SRIVASTAVA, Presiding Officer.
[No. L-12012(208)81-D.II(A)D. IV(A)]

का०अ० ९९६—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) के धारा १७ के अनुसरण में केन्द्रिय सरकार हिन्दुस्तान, कर्मगियन बैंक लि० के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रिय सरकार को ११ फरवरी, १९८५ को प्राप्त हुआ था।

S.O. 996.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial disputes between the employers in relation to the Hindustan Commercial Bank Limited, and their workmen which was received by the Central Government on the 11th February 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL CUM LABOUR COURT
KANPUR

Industrial Dispute No. 215/1984

In the matter of dispute between Shri G. K. Gupta C/o The President U. P. Bank Employees Union Room No. 8, Bara No. 8 Pushkar Handi Quarter Rishi Kesh (Uttar Pradesh).

AND

The Chairman, The Hindustan Commercial Bank Limited Sarvodaya Nagar, Kanpur (Uttar Pradesh).

APPEARANCE

Shri V. N. Sekhri representative for the workman.

Shri B. G. Agrawal for the management.

AWARD

1. The Central Government, Ministry of Labour vide its notification No. L-12012(5)84[D. II(IV) dt. 20/21st November, 1984, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Hindustan Commercial Bank in relation to the Rishikesh Branch in not absorbing Shri G. K. Gupta Home Deposit Collector in clerical cadre from the date he is performing clerical duties, is justified? If not, to what relief is the workman concerned entitled?

2. It is common ground that the applicant Shri G. K. Gupta was appointed as home deposit collector on 7-9-79, by management's Rishikesh Branch and worked upto 8-10-84. According to the applicant in addition to collection of deposits from customers, the applicant was performing clerical duties in the bank, for instance (i) posting of home deposit in respective accounts in the ledger, (ii) opening and closing of home deposit accounts, and other saving banks accounts, (iii) preparing and posting of vouchers calculation of interests and taking and tallying the balance of ledger, (iv) writing pass books and checking their entries to work on saving bank demand loan recurring deposit who was clerical seats, (v) writing of cash register books transfer books and tallying supplementary registers and other clerical works such as writing head office supplementary etc. The above duties of regular and permanent nature of clerk duties performed in bank and on that basis the applicant requested the bank management for his absorption but the management did not agree hence the dispute. In the alternative it is averred on behalf of the applicant that the job of home deposit collector is that of regular employee in the clerical cadre. It is further averred that as he should have been treated as probationer after three months from the date of his appointment initially he should have been confirmed as permanent clerk w.e.f. 7-3-79.

3. The management has contested the case on the ground that there never existed relationship of employer and employee between the management and the applicant. That the applicant was engaged on contract of work as home deposit collector on commission basis and on abolition of the scheme his contract was terminated w.e.f. 8-10-84, hence the question of his absorption in clerical cadre in the bank does not arise. That the appointment of the applicant as home deposit collector was on commission basis for collection of tinny deposit from the houses of the public and there was no fixed timings of the applicant for working and that they were paid certain per centage on collection made by them. It is categorically denied by the management that the applicant never performed the duties of clerk in the bank like other clerks in the bank. It is however, admitted that on occasion of his own accord discharged such duties

with a view of learning and getting himself acquainted with the working procedure of the bank.

4. In rejoinder it was averred on behalf of the applicant that there was no justification about abolition of job of deposit collector. Moreover, the dispute of absorption is on the grounds mentioned in the claim statement on account of regular and permanent nature performed by applicant in the bank. It is further averred that besides bank's home deposit collector collection the applicant was deputed to work clerical duties in the bank.

5. The management has filed photo copy of the application of the applicant dated 8-8-1978 admitted and marked as Ext. M-1 for appointment as home deposit collector in Home Deposit Scheme at Rishikesh Branch of the bank management alongwith necessary certificates of his education, Photo copy of the appointment order admitted Ext. M-2 and his appointment was made subject to certain condition mentioned in the appointment order Ext. M-2. Its original copy was received by the applicant on 7-9-78, in which it was specifically mentioned that he is being appointed as authorise collector on 8 terms and conditions enumerated therein and further mentioning specifically in the 8th column of the appointment order that if the above terms and condition are acceptable to the applicant he will have to execute an agreement as per the enclosed draft on appropriate stamp paper. So this Ext. M-2 was simple a letter of offer of appointment mentioning specifically that he will have to attend such other duties which are incidental to his common duties of collection of home deposit. In the first clause it was made specifically clear that the appointment was on purely on contract basis and in all matters he will be governed by terms and condition of the contract, that he will not have accept any similar agency of any other bank, that he will be paid three per cent commission on all collection he will not be entitled to time scale pay or other emoluments, that this appointment will not confer him any right or claim for absorption in the banks service in any cadre. In compliance with the offer the applicant did execute the agreement on stamp paper which is Ext. M-4. The applicant made several application to the bank management for being absorbed in the permanent cadre in bank and one such application is Ext. M-5 dated 21-4-80 and the other is Ext. M-3. The Development Manager, vide letter dt. 22-3-80 declined his request of appointment in regular cadre and the applicant has admitted the winding up the home deposit scheme.

6. In support of its case the management examined Shri Umesh Saxena on affidavit Manager Personnel of the Management Bank. In cross examination he has admitted that the applicant Shri G. K. Gupta worked on routine duties as clerk which must have been checked by officers of the bank management the respective branch. He has admitted that it is the general practice in the bank that the ledger supplementary register, cash scroll and other register and vouchers are checked and signed each day by respective officers. Advance and deposit register receipt are also checked by officers and signed before delivery to the customers. He has further stated that the applicant

never applied to work in order to learn work nor any order was given to him in writing to do those duties of clerical job.

7. The applicant in his affidavit dated 24-5-85 has stated that he was employed to do clerical duties by the management and that he worked from 7-9-78 to 8-10-1984 and that he was not the junior most and new hands were appointed after his termination. That he was working as per instruction of the manager and officer of the bank and that at no stage he asked the officers to work in order to learn working.

8. Looking to the three closed accounts of Home Deposit Scheme the applicant admitted that they were prepared by him and only the first entry in all of them was signed by manager. He stated that he had been working in the bank from 10.15 p.m. despite collection work. In his cross examination he has admitted that for appointment for clerks in the bank test and interview is taken and thus out of successful candidates appointments are made. He admits that he never appeared in any banks test or interview nor his name appeared in any penal. He admitted that he was not given anything in writing to work in the bank as clerk, but was told verbally to do so. He states that even without appointment letter one can work as clerk on the instruction of branch manager. He admits that from the approved penal appointments are made from the Head Office. Further he admits that he was appointed on contract for home deposit collection as collector and that the agreement Ext. M-1 was signed by him and that the contract was terminated on 8-10-84. He further admits that he did not claim over time, conveyance charges of clearing during the continuance of contract. He admits that after collection he made entries in the pass book and maintained home deposit collection card which he filled on the spot. Some of the entries were made in the bank ledger by him during the banking hours.

9. It being admitted that initial appointment of the applicant was on the basis of contract with the bank as Mini Deposit Collector which scheme came to an end and consequently his appointment as Mini Deposit Collector came to end. Only because he made entries in the ledger, regarding collection, he made, that will not make him a clerk of the bank. Under the terms of the contract Ext. M-4, the condition No. 3 of the agreement reads as follows :

That the home deposit collection made by collector every day shall be deposited in cash by collector at the Rishikesh branch of the principal on the commencement of the working hours on the next working day together with a statement of accounts and he was to return monthly home deposit counterfoils.

10. This shows that the home deposit collector was required to attend the bank during the banking hours to deposit the previous days collection with a statement of collection. If he made entries by himself in the ledger or at the instance of the ledger keeper without any express order from the branch manager, the applicant did the same on his own accord and that will not go to make him a clerk in the bank. Even if it is conceded that the applicant made all the entries stated by him in annexure A alongwith affidavit

and did work all that mentioned in that even that will not make him a clerk in the department/bank management.

11. For appointment as clerk in the bank management either there should be an express appointment letter from the branch manager in leave vacancy or as temporary or in view of the selection procedure of the bank his name was never approved from the management/employment exchange nor any interview or test was held nor his name ever appeared in the penal of successful candidates for appointment in clerical cadre. Thus in any view of the matter he will not be entitled to be appointed as clerk in the bank and whatever appointment he had as Mini Deposit Collector stood terminated which fact is admitted to the applicant.

12. I accordingly hold that the action of the management Hindustan Commercial Bank in relation to the Rishikesh Branch in not absorbing Shri G. K. Gupta Home Deposit Collector in clerical cadre from the date he is performing clerical duties is justified. The result is that the applicant is not entitled any relief.

13. I, therefore, give my award accordingly.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012(5) 84-D.IVA]

क्रमांक 997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक, के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं० 2, बम्बई के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 10-2-1986 को प्राप्त हुआ था।

S.O. 997.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes with the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Vijaya Bank, Pune and their workmen, which was received by the Central Government on the 10th February, 1986.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/58 of 1986

PARTIES

Employers in relation to the management of
Vijaya Bank, Pune and their workmen.

APPEARANCES

For the employers.—Shri R. K. Shetty, Advocate
For the workmen.—Shri J. G. Gadkari, Advocate.

INDUSTRY : Banking STATE : Maharashtra

Bombay, the 31st January, 1986

1599 G I/85—5

AWARD

By their order No. L-12012/50/84-D.IV(A) dated August, 1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of Divl. Manager, Vijaya Bank, Pune in terminating the services of Shri Suresh S. Kulkarni, sub-staff, Vijaya Bank, Solapur is justified and legal? If not to what relief the workman is entitled?”

2. The tenure of a member of sub-staff which proved to be short-lived has given rise to the present dispute and the question involved is whether the termination brought about by the management was in any way hit by any of the provisions of law or in any way unjustified, invalid etc. The facts of the case lie within narrow compass. The workman Shri Suresh S. Kulkarni, as there was a vacancy of Peon at Solapur Branch of Vijaya Bank, was interviewed by the Selection Committee and was selected and then was informed by letter dated 1-9-1983 that he has been selected as a temporary peon in the Bank and the terms and conditions stated were that he was appointed as a temporary peon for a period of three months from the date of his reporting for duty and the appointment was automatically to come to an end by efflux of the period stated. It was further stated that the Question of continuance in the service may be considered after the expiry of the temporary period and in case the work and conduct are found to be satisfactory during the relevant period he would be continued for a period of three months on probation. There are also stipulations of pay etc. with which we are not concerned in the present controversy. Admittedly in pursuance of this order though dated 1-9-83 the workman reported for duty on 17-9-1983 at Solapur and resumed his work as a Peon. Later on by letter dated 28-11-1983 the workman was told that the Bank no longer required his services as temporary peon and therefore his appointment as Peon was thereby terminated and he would be relieved from the Bank by the Branch Manager, Solapur. Admittedly the termination occurred on 16-12-1983.

3. Now the contention of the Union who is espousing the cause of the workman is that the appointment as temporary workman itself was erroneous and not according to the provisions of the Sastri Award or Bipartite Settlement, that the termination was brought about the mala fide intention because he Bank wanted to appoint somebody else of their choice and it is further urged that this termination was unauthorised and therefore unjustified and as such the workman deserved to be reinstated at the hands of the Tribunal.

4. All these contentions have been refuted by the Bank who besides Sastri Award quoted para. 20.8 of the Bipartite Settlement of the year 1966 for justifying the appointment as Temporary Peon during the relevant period and further says that the work of the Workman was found unsatisfactory and therefore his services were required to be terminated and could not be appointed as Probationer for further period of three months as stipulated in the order of appointment.

5. On the above pleadings the following issues arise for determination and my findings thereon are —

ISSUES

FINDINGS

- | | |
|---|------------------------------------|
| (1) What was the period of appointment of the workman ? | Three months. |
| (2) If it was for three months and if the termination has occurred on expiry of the said period, does the termination amount to retrenchment under Section 2(oo) of the Industrial Disputes Act ? | Yes, as the definition then stood. |
| (3) If not, is the workman entitled to any relief ? | No |
| (4) Does the service for three months with the Bank confer any right on the workman ? | No |
| (5) Is Section 25F attracted ? | No |
| (6) If not, is not the action of the Bank justified ? | Yes |
| (7) Is the workman entitled to any relief ? | No |
| (8) What award ? | As per award. |

6. As stated earlier there is no dispute about the facts as they stand excepting the dispute regarding the competency of the Bank to appoint the workman as temporary hand and further there is also a dispute about the competency of the Bank to bring about the severance to which part I shall turn a little later. As already stated in the order of appointment Ex. 'A' collectively filed along with the written statement the period of appointment was for three months and it was to come to an end automatically on expiry of the said period. It was also given to understand that the question of continuance in service may be considered of expiry of the temporary period provided the work was found to be satisfactory. The order therefore under which the appointment came to be made is explicit and there cannot be any doubt arising therefrom. Now what is contended on behalf of the workman is that because the authority of the Bank to appoint temporary employee under the Sastri Award is limited, although the order speaks of the appointment to be purely temporary and limit it for three months, it is urged that the Bank cannot make any temporary appointment but should have appointed as Probationer, and because he was described to be probationer the case of the workman is that he was entitled to receive the information regarding his shortfall in work in other words it was incumbent upon the Bank to warn the probationer of his unsatisfactory work and he was expected to improve in his work which having not given to the workman, it is urged, the whole exercise is futile. Now after the two awards of Sastri and Desai admittedly there was a settlement entered into in the year 1966 whereby certain parts of the Award were modified and others stood unaltered. In regard to temporary employees in supersession of paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award the definition of temporary employees was altered and under para 20.8 of the Binartite Settlement an authority was conferred on the Bank to appoint temporary emp-

loyees to fill permanent vacancies provided that such temporary appointments shall not exceed a period of three months and if such a temporary workman is eventually selected for filling up the vacancy the period of such temporary employment will be taken into account as part of his probationary period. The Bank says, that is what was given to understand in the very appointment letter. The contention of the Union therefore that because the vacancy happened to be a permanent one of the workman could not have been appointed as temporary and/or he assumes the character of probationer, in the light of para 20.8 which is binding on the parties including the workman cannot sustain.

7. Once we determine the status as temporary workman then for the purpose of termination of service he would be governed by Section IV, page 145, para 522 of the Sastri Award where under sub-para (4) the services of any employee other than a permanent employees or probationer can be terminated by giving 14 days notice. Here therefore is a case where there was a temporary appointment in fact appointed for three months only, since he was a temporary employee the Bank by exercising the powers under para 522(4) issued notice and brought about the termination. It is true that the notice as it stands Ex. 'A' collectively dated 28-11-1983 says that the temporary appointment was hereby terminated but the record speaks that the workman was allowed to continue till 16-12-1983 that means much more than 14 days after 28-11-1983 and as such although there is no mention of 14 days appearing in the notice of termination, in fact that was the period given for the purpose of bringing about the severance.

8. The question then is, is this a retrenchment and if it is a retrenchment, are the provisions of Section 25F of Act are attracted, and if not whether the workman can prove that the termination was unlawful exercise of the right and being discriminatory he is entitled to relief. Now normally after 18-8-1984 the case would not have found any difficulty because by introducing Section 2(oo)(bb) the legislation has brought about change in the definition of retrenchment and termination of the service of the workman as a result of non-renewal of the contract of the employment on its expiry or of such contract being terminated under a stipulation in that behalf contained therein would not have come within the purview of definition of retrenchment. The event in the case had occurred before the amended Act 49 of 1984. The earlier definition of retrenchment as it stood must prevail and therefore the retrenchment by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action would have amounted to retrenchment.

9. However even assuming that it is a retrenchment unless it is shown that it was incumbent upon the Bank to follow certain procedure under Section 25F of the Industrial Disputes Act merely because it happened to be a retrenchment he has no right vested under the Act to challenge the same. It is already seen that the tenure of the workman was hardly for three months and never continuously for more than one year as contemplated under Section 25F read with Section 25B of the Industrial Disputes Act and therefore there was no duty cast on the employer to follow

certain prescribed procedure as stated in Section 25F of the Act and as such this provision would not come to the rescue of the workman in challenging the termination. The only question therefore is that was the action mala fide and was the Bank convinced of the unsuitability of the workman and therefore brought about the termination? In this regard two witnesses who had occasion to watch the performance of the workman deposed that the work of the workman was found to be unsatisfactory, he was delivering the letters to wrong parties and was humbling in his normal functions of duties. The evidence was tried to be challenged but on going through the same I find that the evidence of these responsible officers of the Branch cannot be disbelieved. When the work was found to be unsatisfactory, there was no sense in continuing the workman in service. During the relevant period the work was to be watched and to the knowledge of the workman in case he was found suitable then alone he was entitled to be posted as a Probationer. The attempt therefore to brand the act of the Bank as mala fide particularly in the light of absence of the evidence of the witnesses for the workman before the Tribunal must fail. Furthermore as held in *Air India Corporation, Bombay vs. V. R. Rebellow* and another reported in 1972(II)LLJ, page 501 by the Supreme Court that the opinion formed by the employer about the suitability of his employee for the job assigned to him even though erroneous if bona fide is final and not subject to review by the industrial adjudication. I have already pointed out there is absolutely no mala fides in the action taken against the workman, there is also no substance in the contention that because somebody else was to be appointed and to clear the way for his arrival the workman had to depart. Two officers of the Bank deposed before the Tribunal that the work was found to be unsatisfactory and therefore the Bank in exercise of the powers vested in them took the action which is not found to be illegal, invalid or unjustified.

10. The order also cannot be said to be by way of punishment but the termination is pure and simple. No doubt it seems that a certificate was asked for i.e. certificate of experience and character. The Bank it seems refrained from issuing the same but it is just possible that because the work was found unsatisfactory, the Bank had some dilemma in issuing character and experience certificate and that may be reason for the hesitation in issuing the same. However, in the light of mere denial of certificate or presumption or inference of punitive action can be justified. The result is that the reference fails. Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. 12012(50)/84-D.IV(A)]

कां० अ० 998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू बैंक ऑफ इंडिया, के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 फरवरी, 1986 को प्राप्त हुआ था।

S.O. 998.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of New Bank of India and their workman, which was received by the Central Government on the 11th February, 1986.

BEFORE SHRI R. B. SRIVASTAVA, RESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL CUM LABOUR COURT, KANPUR.

Industrial Dispute No. 47 of 1983

In the matter of dispute between Shri Jagdamba Prasad Tripathi C/o The General Secretary U. P. Bank Employees Union, 155, Sonbatiabagh, Allahabad.

AND

The Assistant General Manager, New Bank of India, 1 Tolstoy Marg, New Delhi.

Appearance :

Shri V N Sekhari representative for the workman

Shri N C Sikri representative for the Management

AWARD

1. The Central Government, Ministry of Labour, vide its notification No.L-12012/27/82.D.II(A) dt. 21st October, 1982. has referred the following dispute for adjudication to this Tribunal ;

"Whether the action of the management of New Bank of India, Unnao Branch in terminating the services of Shri Jagdamba Prasad Tripathi pcon w.e.f. 9-7-1979 is justified? If not, to what relief is the workman concerned entitled?"

2. It is common ground that the workman worked as temporary workman at Etah branch of the management bank w.e.f. 1976 to 77. The workman has given details of working at Etah branch in paragraph 7 of the statement of claim which is not specifically denied rather it is contended on behalf of the management that the workman worked for a fixed duration in leave arrangement and can not be clubbed together with the probation period appointed at Unnao. It is made clear at this stage that in span of one year counting backwards from 30-6-78 to 4-7-76 the workman worked for a total period of 261 days. It is common ground that the workman after having worked at Etah was given a permanent assignment at Unnao branch of the management bank on probation of six months which duty the workman joined on 15-9-78 and during the probation period the workman availed leave for 20 days on loss of pay. The probation period of the workman was extended for further period of three months on 12-3-79. In the extension letter dt. 12-3-79 which

was issued within first six months of probation, the probation period was extended. The management in the letter dt. 12-3-79 admitted that in ordinary course the six months probation was expiring on 13th March, 1979 but as the applicant was, during this period, on loss of pay for 26 days, his probation period expires on 9-4-79 meaning thereby that in six months period 26 days on loss of pay were to be added and the management thereafter by letter extended his probation by another three months which will end on 9th July 1979. Normally had 26 days leave for loss of pay were not to be added in the first span of probation, the probation period extended by three months would have expired on 14-6-79. The services of the workman were terminated on 6th July vide order dated Ext. M-1 which does not fall within the probation period extended by three months but when the same is deemed to have been extended on account of loss of pay for 26 days 9-7-79.

3. It has been argued by the counsel for the workman that a clear vacancy existed in 1977 in Etah branch vide letter of the branch manager Etah Ext. W-1 dated 19-10-77. The workman having worked for more than 240 days in one span of completed year could not have been terminated without giving retrenchment compensation and the same having not been paid to him, the termination would be illegal and he be deemed to be continuing in service.

4. It is further argued that in view of the provision of 20.8 of the bipartite settlement, the workman being temporary workman was appointed to fill a permanent post at Unnao and this temporary appointment was not to run above three months. As the workman was eventually selected for filling up the vacancy, the period of temporary employment will taken in to account as part of his probation period. Thus the period of six months rendered by workman prior to his joining duty on 15-9-78 or seven counting backward from 15-12-78 he became a confirmed employee of the bank and could not have been terminated.

5. The management has failed to show under what provision he was entitled to extend his probation beyond three months 21 day when he was on loss of pay. The appointment letter dt. 30th August, 1978 clearly shows that the appointment was on probation for a period of 6 months from the date of joining and such probation could be extended upto a maximum of three months. Thus as the workman joined on 15-9-78 it could be extended with in six months for another three months and not beyond that. The extension of the probation period was rightly done before expiry of six months but taking extension period to 9-7-79 was not justified and on that count termination of the workman beyond six months plus three months i.e. 9 months would be illegal.

6. There is yet another aspect of the case that the service of the workman has been terminated as

he had not come upto the desired standard. What was the desired standard of the management was never disclosed to the workman. In the letter dt. 12-3-79 Ex. M-2A, the probation period of three months was extended within the period of first probation of six months on the ground that the behaviour of the workman towards customers and his behaviour towards staff was unsatisfactory, again it was never disclosed when he himself behaved with the customer or there was any want of proper behaviour on his behalf towards member of staff. He was never given charge sheet of minor misconduct under para 19.7 of the bipartite settlement.

7. The Labour Legislation which is a welfare legislation wherein disputes between two unequal parties i.e. one well provided for and the other a man of weaker section of the society or, less provided is based on primarily question of punishment of the action by the employer against the workman. In *Backingham and Karnataka Bank Limited Versus Workmen of the Bank 1951 II LLJ page 314* wherein it was held :—

The labour appellate tribunal had occasion to consider this matter relating to discharge by notice or in lieu thereof by payment of wages for a certain period without showing any reason. It was of a opinion that even in a case of this kind the requirement of benefit is essential and if the termination of service is a colourable exercise of power or as result of victimisation or unfair labour practice, only labour tribunal would have jurisdiction to intervene and set aside such termination.

8. The above law was followed in *Central Bank of India Versus Jamnu & Kashmir*, reported in *II LLJ 1968 page 646* wherein it was held—

The true legal position about the industrial courts jurisdiction and authority in dealing with cases of this kind is no longer in doubt.

9. It is true that in several cases contract of employment or provision in letting orders authorise the industrial employer to terminate the services of his employee after giving notice for one month or paying one months salary in lieu of notice and normally an employer in a proper case is entitled to exercise with the power.

10. But where the termination passed by an employer in such cases which gives rise to an industrial dispute the form or order by which the employees services are terminated would not be decisive. Only adjudication would be entitled to examine the substance of the matter and decide whether the termination is in fact is discharge simplicitor or it amounts to dismissal rather has put a clock on discharge simplicitor. If the industrial tribunal is satisfied that the order is punitive or amounts to victimization or unfair labour practice it is competent to set aside the order and direct reinstatement.

11. In the above case dismissal of probation bank employee without charge sheet or enquiry before the expiry of probation period and before communicating any adverse remark within the probation period to the employee award of industrial tribunal holding termination valid were held justified.

12. The workman has filed the letter of the manager Ext. W-1 wherein the manager had written to the Divisional Manager of the management bank that in temporary working of 225 days of the workman he found him hard worker, efficient and labours. It may be mentioned here that the DGM had himself written a letter dt. 12-7-78 that probation of the workman concerned may be extended by three months. Nowhere he approved that 26 days loss of pay may be included in extended period or that his further extension of three months shall include that period.

13. Thus in view of this order of the DGM the termination has not been done within the extended period of probation.

14. In view of averments that before his termination on 30-6-78 at Etan he had completed 240 days and his termination was illegal the question can not be agitated and considered at this stage as the workman has not raised industrial dispute on that count and the tribunal can not go beyond the reference order which relates about the termination of services w.e.f. 9-7-79.

15. Thus in view of the discussion above, as the workman was not terminated within extended period of probation as observed above and also because the workman was condemned unheard by not serving upon him any charge sheet of minor misconduct which is against the principle of natural justice, the termination of the workman on the ground that his work and conduct was unsatisfactory is illegal and not justified.

16. I, accordingly hold that the action of the management of New Bank Of India Unnao Branch in terminating the services of Shri Jagdamba Prasad Tripathi, peon, w.e.f. 9-7-1979 is not justified, the result is that the workman is entitled to be reinstated in service with full back wages and with continuity of service.

17. I, therefore, give my award accordingly.

R.B. SRIVASTAVA, Presiding Officer
[No. L-12012/27/82-D. II(A)D. IV(A)]

नई दिल्ली, 26 फरवरी, 1986

का.आ. 999 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में केन्द्रीय सरकार, यूनिन बैंक ऑफ इंडिया के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-2-86 को प्राप्त हुआ था।

New Delhi, the 26th February, 1986

S.O. 999.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government on the 11th February, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Reference No. L-12012/245/83/D-II(A) dated 4-4-1984

Industrial Dispute No. 35 of 1984

In the matter of dispute :

BETWEEN

Shri S. C. Shukla, C/o Shri O. P. Nigam State Vice President U.F. Bank Employees Congress, 295/387 Deen Dayal Road, Ashnargaua, Lucknow.

AND

The Manager, Union Bank of India Hotel Clarks Awadh Hazariganj, Lucknow.

APPEARANCES :

Shri O. P. Nigam—for the workman.

Shri S. L. Verma—for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/245/83/D-II(A) dated 4th April, 1984, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Union Bank of India in terminating the services of Sri S. C. Shukla, Clerk-cum-Cashier w.e.f. 30th October, 1975 is justified? If not, to what relief the concerned workman is entitled?

2. It is common ground that the workman is working at management's Saiyadraja branch, district Varanasi having been appointed in May 1973. He was charge-sheeted on 2nd December, 1974 and pending enquiry was suspended. The charges were that on 23rd September, 1974 a shortage of cash Rs. 1000 was there which was put in suspense account against the workman and cash was closed that day. On the next day the shortage of Rs. 1000 was deposited. According to the workman it is the customer who got very payment and customer himself deposited it the next day, whereas according to the management it was the workman who deposited it. This shortage has taken place on 23rd September, 1974 and the rest payment was made on 24th September, 1974. Subsequently on next day i.e. 25th September, 1974, the amount of Rs. 9007.78 paise was given to him by Shri H. C. Pal but through an oversight there was a mistake of Rs. 300 in the total of the note handed over to the workman and the total was erroneously shown as Rs. 8707.78 paise. The workman declared an excess of Rs. 100 and not Rs. 300 at the time of checking by the branch manager, the mistake of Rs. 300 came to notice. Mr. Shukla was enquired about the balance of Rs. 200 and on his showing ignorance Rs. 200 in the form of two currency notes of hundreds crores found in his cash drawer. According to the management the workman made alterations in cash. The workman was served with a charge sheet on 2nd December, 1974 for two charges firstly shortage of Rs. 1000 and secondly misappropriating Rs. 200 and he was suspended pending enquiry from the date the charge sheet served on him i.e. on 9th December, 1974. The enquiry was conducted against the workman and on the report of enquiry officer the Assistant General Manager accepting the recommendations of the enquiry officer punished the workman with stoppage of two increment on the first charge and termination of service on the second charge.

3. In the rejoinder the workman averred that before the enquiry officer both the witness contradicted each other in respect of pocketing Rs. 200 by the workman and mixing two notes of each Rs. 100 in cash to correct the total. According to the workman all correction in total was made

after and on the advice of the branch manager when two notes were found in the interior side of the drawer of the workman. Mr. Pal, head cashier in his deposition before the enquiry officer specifically stated that he did not see the workman keeping Rs. 200 in his pocket or keeping Rs. 200 in cash. The workman also raised objection that his explanation was not called for when charge sheet alongwith suspension order was served upon him initially, thus violating para 19.11 of the bipartite settlement. That non-publication on banks notice board the name of the enquiry officer empowered to take disciplinary action, it cannot be said that the enquiry made by Shri K. K. Dhawan was by competent authority. That the charge sheet was not of gross negligence but utmost of minor misconduct.

4. In view of averments of paragraph 12 and 14 of the statement of claim the following issue was framed as validity of the enquiry was challenged. (1) If the enquiry had not been fair and proper and perverse.

5. The representative for the workman Shri O. P. Nigam stated that he has not to lead any evidence on the preliminary point and shall only argue on this point which may be taken alongwith the case.

6. It is well settled that the tribunal will not sit in appeal against the order of the enquiry officer as to point whether on the evidence perused the findings could have been arrived at or not. On the point of fair and proper and perverse only two things are to be seen (1) whether during the enquiry the workman was allowed fair and proper opportunity to conduct his defence and principle of natural justices were observed and secondly that the findings arrived at may be erroneous but it can not be said to be without evidence or simply based on conjecture or surmises.

7. As regards oral evidence the management has examined Shri S. N. Mehra on affidavit. He is working as personnel officer at banks Zonal Office and as such is conversant with the facts of the case. He has testified the averments of the written statement. He further asserted that the enquiry offered reasonable opportunity to Shri S. C. Shukla to defend himself and also given opportunity of personal hearing against the nature of punishment proposed. He also testified that the punishment proposed by enquiry officer was confirmed by ACM and appeal against it preferred by the workman to the Managing Director which was rejected.

8. Alongwith affidavit the witness filed four documents which is copy of the charge sheet Annexure B is proceeding before the ALC (Central) Annexure C is proposing the punishment for the two charges and Annexure D is the order of the AGM confirming the order of dismissal passed by enquiry officer Shri K. K. Dhawan on 29th September, 1975 as Annexure E is the order of the appellate authority.

9. In support of its case the workman filed as many as 20 documents. Paper no. 1 appointment letter dated 12th May, 1973 regarding memo for completion of formalities, paper no. 2 is copy of charge sheet, paper no. 3 is memo given by branch manager, paper no. 4 notice to the workman by enquiry officer dated 10th December, 1974 to conduct enquiry, paper no. 5 is the letter of workman written to DGM on 12th December, 1974 alleging that the branch manager Saiyadraja Branch was prejudiced against him wherein he admitted that inadvertently he made an excess payment of Rs. 1000 Shri Ram Autar Singh who refunded the amount.

10. I have gone through the enquiry proceeding photo copy of which were filed by the workman and did not find anything which may go to show that the workman was not offered opportunity to cross-examine the witness examined by the management. Further the fact that the management did not writ for the reply of the workman as mentioned in the charge sheet Annexure A, dated 2nd December, 1974 and in that very order had appointed enquiry officer and had directed the enquiry officer to intimate the workman about the date of enquiry directly and further that pending enquiry the workman will be suspended show that the workman is suspended by that order shows that the order to give reply of the charge was false and as a matter of fact the management has decided on the facts before it to proceed with the enquiry and it was on that count that the workman was suspended. Normally the management

should not have proceeded in hurry and after giving him memorandum of charges and seeking his explanation over the same only if not satisfied only then a charge sheet should have been submitted and that the enquiry should be proceeded after that. Non-observance of those procedure will not make the enquiry illegal, unjust and prejudice as alleged. During the enquiry the workman was offered full opportunity to cross-examine the management witness and to put his defence and representative was allowed to appear in the enquiry. Thus there being no prejudice and all opportunity of being heard being provided the same was conducted in a fair and proper manner. The findings arrived had also cannot be called to be perverse even if two views could be possible on the evidence adduced by the management before the enquiry officer.

11. It is common ground that the none of the two witness of the management saw the workman adding two notes of Rs. 100 (total Rs. 200) in the cash which was with the workman who was working as clerk-cum-cashier, from their evidence it is a question of inference that when the same cash was counted earlier in presence of the workman by head cashier Mr. Pal by branch manager Shri Sarnam Singh, the same was found short and subsequently when they again returned from the strong room leaving the workman in the cash cabin alone they on counting again found that the cash has enhanced by Rs. 200. It is a question of inference that it is the workman and none else who must have made good the shortage by adding Rs. 200. Thus according to the management it is case of circumstantial evidence against the workman leading to one and only one inference that he must have added Rs. 200 to the cash. The counsel for the workman has argued that it may be a case of wrong counting and it is just possible that two notes were lying in the interior portion of the cash drawer on which Management witness Sri Sarnam Singh could not lay his hand and it was traced out in subsequent counting. He also argued that the manager was not satisfied with the working of the workman and was in search of opportunity to teach him a lesson, though he has not argued in so long words that the management might have kept it simple to implicate the workman, he simply stated that it was not noticed at the time of initial counting or some one else kept it there. Be it as it may both the possibilities could be there but it can not be said that the one inference to which the enquiry officer arrived that amounted to an act prejudicial to the interest of the bank which act constituted attempts of misappropriation of funds of the bank. Thus it can not be said that the findings of the enquiry officer was perverse. It may be mentioned here that though the result of the enquiry officer's finding is not disputed, the copy of the finding report summoned by the workman from the management vide application 20th October, 1984 has not been filed.

12. I accordingly hold that the enquiry is not perverse.

13. It has been argued by the counsel for the workman that in cash department there is often mistake in counting. The branch manager has admitted this in cross-examination, hence audit found cash short by Rs. 3 only. The workman himself has admitted that by mistake he made overpayment of Rs. 1000 to one party which was deducted the same day and the shortage of cash was deposited the next day by the person who received the excess amount. In the transaction of 26th September, 1974 regarding which it is said that the workman had attempted to misappropriated a sum of Rs. 200 the initial mistake was of head cashier Mr. Pal who instead of bringing forward the total of Rs. 9007.78 paise by mistake brought the total to 8707.78 and after this transaction the workman found excess of Rs. 100 and prepared voucher for the excess amount to deposit the excess which was passed. Ultimately on checking and rechecking it was found that the initial total in all notes given by head cashier to the workman was wrong by three hundred and thus the cash was short by Rs. 300 and even adjusting the excess shown the shortage remained to be that of Rs. 200. This excess was ultimately found on checking and which checking of the cash of workman in his cash counter along with other notes. Utmost this could be called to be a case of negligence and in the matter of cash it may amount to gross negligence for persons made incharge of keeping proper account. As pointed out earlier on the point it was the workman who placed Rs. 200 in the form of two hundreds notes in the cash from his own pocket to make good of the loss there is only circumstantial evidence of the two charges,

of the witnesses. The possibility that two notes might have remained in the interior portion of the cash drawer could not be ruled out. The branch manager obviously made a mistake not to have taken possession of the cash on the earlier counting when the shortage of Rs. 200 was deducted even though voucher for excess deposit of Rs. 100 had been prepared, the possibility of making the deficiency could not have been there. If he wanted to play a trick on the workman and gave him a chance so that he may himself make good the deficiency if he pocketed Rs. 200 he should have asked some third person to keep a watch over the workman who could have seen him adding Rs. 200 and then recorded his evidence as positive evidence. It appears that the branch manager wanted to give good by to the incident when the entire cash was tallied and it was on that account that he tore all the excess voucher of Rs. 100 and that the accounts were credited at all relevant places.

13. To me it appears that the conduct of the branch manager has not been above board in the instant case. This incident took place on 25th September, 1974 and shortage of Rs. 1000 was reported on 23rd September, 1974 which was made good on 24th September, 1974, if the branch manager wanted to take action against the workman he should have given him a memo then and there and should have reported the matter to the head office. The very fact that without a notice the charge sheet was issued on 7th December, 1974, by DGM shows that the information was given to the head office much later due to a dispute between the branch manager and workman which originated on the point of DD Block sometimes in October, 1974 as is apparent from the documents filed by the workman alongwith his affidavit. The branch manager admitted in cross-examination at page 23 of the enquiry proceeding that he had torn out the letter Ext. II out of emotion because Mr. Shukla kept with him DD Block and was not willing to hand over the same to me untill and unless I had received that letter from me. The branch manager himself admitted during the enquiry proceedings at page 22 that he recorded the instance of 25th September, 1974 to higher authorities on 28th October, 1974. This statement shows that he wanted to good by to the incident of 25th September, 1974 as the shortage noticed earlier was subsequently found correct and he would not have raised the matter at dispute from Ext. 11 and DD Block as deposed by him at page 23 not occurred between him and the workman. He stated at page 23 of the enquiry proceedings that he tore out Ext. 11 out of emotion because Mr. Shukla had kept with him DD Block register and was not willing to give the same.

14. Thus in view of the matter the incident of 25th September, 1974 it could not be said that despite it being carelessness of the workman he had a guilty mind and had misappropriated the alleged excess of Rs. 200 and finding himself in difficulty took out the same mixed in the cash counter the possibility of mistake in counting and loosing sight of two 100 rupees note in the cash drawer could not be ruled out.

15. In the circumstances, the enquiry officer's inference that the workman had attempted to misappropriate the funds of the bank or that the act was prejudicial to the interest of the bank is not sustained and only on both the counts only the charge of negligence involving or latches to involve the bank in serious loss occurring in para 19.5(5) of the Bipartite settlement stand substantiated for which he has been punished on charge count no. (i) by way of stoppage of two increments for two years.

16. In the circumstances of the case I consider fine of Rs. 1000 for charge no. 2 for negligence likely to involve the bank to serious losses amounting to gross misconduct will meet the ends of justices.

17. For the reasons discussed above, I hold that the action of the management of Union Bank of India in terminating the services of Shri S. C. Shukla, Clerk-cum-Cashier with effect from 30th October, 1975 is not justified rather his punishment of termination is substituted by fine of Rs. 1000 and he shall be reinstated in service subject to the punishment given to him.

18. I, therefore, accordingly give my award.

R. B. SRIVASTAVA, Presiding Officer,
[No. L-12012/245/83-D. II(A)]

का. आ. 1000:—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, ओरियन्टल बैंक ऑफ़ कामर्स के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के जंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-1986 को प्राप्त हुआ था।

S.O. 1000.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Government on the 12th February, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
KANPUR

Reference No. L-12012/233/80-D.II(A) dt. 29th
October, 1981

INDUSTRIAL DISPUTE NO. 148/81

In the matter of dispute

BETWEEN

Shri Rakesh Mehrotra, C/o The Secretary U.P.
Bank Employees Union 36/1 Kailash Mandir,
Kanpur.

AND

The Manager, Oriental Bank of Commerce, The
Mall, Kanpur.

APPEARANCES :

Shri V. V. Mangalvadhekar representative for
the workmen.

Shri C. Dhull representative for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/233/81-D.II(A) dt. 29-10-81, has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Oriental Bank of Commerce Kanpur in not absorbing in employment and terminating the services of Sh. Rakesh Mehrotra from April or May, 1980 is justified? If not, to what relief is the workman concerned entitled?”

2. It is common ground that the workman Shri Rakesh Mehrotra worked in the management bank from 12-2-1980 to 16-4-1980, but according to the workman he started work from 9-2-1980 and was not allowed to mark the attendance register, 10th

was Sunday and on 11th also he worked but again could not signed the attendance register of the management and ultimately his services were terminated on 12-5-1980 by the management. After his termination new fresh hands were appointed in the vacancy caused by his termination which action of the management is nothing but unfair labour practice, that no appointment letter, no termination letter was issued to the workman hence provision of para 495, 522(4) and 522(5) of the Sastri Award were infringed. According to the workman as he worked continuously for not less than 94 days at a stretch against the permanent post he should have been absorbed on permanent basis and thus the provision of para 20.7 and 20.8 of the Bipartite Settlement were violated. Though from that the workman be absorbed on permanent basis with continuity of service from 9-2-1980 with full back wages.

3. The management admits that the workman was working as temporary hands at the Kanpur branch. The management contested the claim of the workman on the ground that the dispute has not been properly espoused and that the workman is gainfully employed and as such is not entitled to back wages.

4. The management admits that as per policy at the most a workman which is employed ordinarily for a period of 89 days and Kanpur branch being one of big branch temporary hands had to be employed against leave vacancy so that the work of the branch may not suffer and the workman was one of such person whose services were availed. It is further admitted that he was employed temporarily at Kanpur branch only to work in leave arrangement. The management ascerts that letter of appointment was issued which was for a fixed period commencing from 12-2-1980 to 16-4-1980, both days inclusive and he was paid salary for the said period. It may be mentioned here that copy of appointment letter has not been filed by the management to substantiate its stand. The management further admits that as the appointment was for a fixed period coming to an end on 16-4-1980 there was no question of giving a termination letter and the termination came to an end by efflux of time. It is averred by the management that the workman had been coming to the branch from time to time on the pretext of meeting his friends and unauthorisely was working for some time in order to show that he worked in the branch upto 12-5-1980, and in order to substantiate his working till 12-5-1980. The workman surreptitiously marked his attendance in one day. This fact came to the knowledge of the management when the said workman started raising dispute that he allegedly worked upto 12-5-1980. According to the management no doubt from 17-4-1980 to 12-5-1980 was allotted to him nor he was asked to work on any seat. The management has admitted in their written statement that it came to know later on that the workman surreptitiously marked the attendance for that period and was also making certain entries in the record of the bank alongwith the collusion and in connivance of his friends. The management further contends that there is no question of permanent employment of the workman unless he qualifies and fulfill the norms laid down by the bank. The management has however admitted that the workman worked in the

bank for 65 days where as the workman ascerts that he had worked with the bank for 94 days.

5. In rejoinder the union raising the dispute averred that the dispute was properly espoused as the workman union raising the dispute is a major union of the management and affiliated to the Central Union and is registered under U.P. Union Acts. Moreover, this is the union which only enjoy the facility of checkoff system in the establishment of the opposite party. In the rejoinder the workman has reiterated that fresh hands were appointed after his termination violating the provisions of section 25G and H of the I.D. Act.

6. Taking preliminary objection first whether the dispute was properly espoused or not, the question should have been taken at the earliest when the matter was raised before Assistant Labour Commissioner Central and not after the government has made the reference for adjudication. A perusal of the reference order will show that the workman Shri R. K. Mehrotra was not intimated to appear before the tribunal but it was the Secretary U.P. Bank Employees Union 36/1 Kailash Mandir at serial No 3 who was informed about the regarding between to management of the bank and their workman. If this dispute was not raised before ALC Central that the spousing union has no right to spouse the case of the workman as he was not a union or a major union, the same should have been agitated before the ALC. Once reference has been made a new exploratory issue can not be framed and decided by this tribunal. In Faizabad Tailoring case reported in FTR 81 (Vol. 42) page 369 wherein it was held thus :

Opinion of the state government finally the tribunal has no power to hold that the reference was bad because the government opinion about reference of lockout was erroneous or there existed no relationship of employer and employee between the parties to the reference it would amount to sitting in appeal over the giving of statement that there existed in industrial dispute between parties, unless it would have no jurisdiction to frame a exploratory issue and reject the reference on uncalled for exploration made by it

The preliminary objection is therefore over ruled.

7. Now coming to the merits of the case, the management has examined two witnesses in support of their contention namely Shri S. C. Mittal and Shri S. N. Bhatnagar whereas on the other hand the workman has also examined two witnesses.

8. Shri S. L. Mittal was an officer at the Kanpur Branch of Oriental Bank of Commerce from 11th April 1979 to 11-4-1981. In his affidavit he has deposed that the last payment made to the workman was by pay order dt. 6-5-1980 for Rs. 346.85 paise (Annexure M-1) of the affidavit according to this witness this amount was received by the workman on 12-5-80 when he came to collect his salary and it was probably on this day he surreptitiously unauthorisely and illegally marked attendance from

17-4-1980 to 12-5-1980. He admits that the workman used to come to the branch from time to time after 16-4-1980 on the pretext that he was coming to the branch to meet his friend but later it came to the notice of the management that he was unauthorisedly marking his attendance and working for some time in order to show that he was working in the branch upto 12-5-1980. He files photo copy of the attendance register of February, March, April and May Annexure M-2 to M-5 respectively and that only attendance of the workman from 12-2-1980 to 16-4-1980 has been admittedly authenticated and that he has crossed and put his initial for purposes of calculation that the workman was only employed till 16-4-1980. He further states that word 16 incircled in attendance of 1980 by another clerk who was preparing salary register. Regarding entries of the annexure M-5 he states that the workman himself write out his name and marked his attendance register unauthorisedly till 12-5-80 but when it was detected that the workman has done in unauthorisedly it was scored out by parallel lines by the branch manager. He further averred in the affidavit that in collusion and in connivance of his friends he made certain entries in the bank records and also marked attendance on one day. No specific duty was assigned to him during the period 17-4-1980 to 12-5-1980, that in view of making entries and attendance the management had lost confidence in the workman. He further ascertained that the workman even removed the letter of appointment from the banks record. In the end he has stated that the then manager late Shri Goel informed the Assistant General Manager Lucknow vide letter dt. 7-7-1980 about the unauthorised marking of the attendance photo copy of which letter has been filed as annexure M-6. In the another affidavit filed by him dt. 1-1-1984 he admits that workman signed some register on 9-2-1980 in the bank and dispatch register on 11-2-1980 and he was not a bank employee till 11-2-1980, further he was not allowed to sign any register and he simply by signing the despatch register will not mean that he will become employee of the bank. Regarding work on 17-4-1980 he has averred that the workman had not completed the work. This affidavit is in the form of counter affidavit refuting the averments made by the workman that he did work even after 16-4-1980. It is simply admitted that the workman simply worked and prepared cash scroll but only entries nos. 35 and 36 are in his hand writing. He has denied that none of the entries are in the handwriting of the workman, only it is admitted that the workman worked/prepared some drafts from 6th May to 10th May 1980.

9. The witness was cross examined and stated that he had seen all original register and his examination was based on them and that enclosure M-1 to M-6 filed alongwith earlier affidavit are correct. He has stated that at the relevant time manager used to appoint staff and look after the duties of the staff. He deposes that he had seen letter of appointment and determination of the workman as both letters were routed through him but now the letter of appointment have been removed from banks record in which his previous period of working was mentioned. If the appointment has been removed what about the termination letter and as such that should have been

filed by the management which has not been done in the instant case. When questioned as to whether that letter of appointment was entered in the despatch register, the witness replied as the same was not entered in the despatch register, though he admits that normally letters are entered in the despatch book. The witness stated that when temporary hands is appointed they verbally say that you start the work from today and you have to work for a particular date. He subsequently stated that as the workman was not in service on 3-5-1980 and 7-5-1980, there was no question of having worked in branch and issued drafts or tallied long book. He further stated that in attendance register authentication is done by the manager or by accountant daily but had to admit that in column No. 17 meant for authentication only signature is there on first two dates in annexure M-4 attendance sheet of April 1980. He states that he himself scored the entries of date 17 to 31 and signed the same. He has further stated that he was on leave from 4th to 27th April, 1980 and when he came on duty he found the signature of the workman concerned and then scored it out. In the original register of attendance photo copy of which is annexure M-3 witness admits that there is no signature of any officer on 10th, 11th and 12th. A perusal of Ext. M-4 and M-3 will show that on all dates the workman worked the authentication was not made, in column no. 17 by accountant or manager.

10. In cross examination of Shri S. N. Bhatnagar MW 2 he stated that probably the workman removed the temporary appointment letter as only he was interested in removing it. The original was given to the workman and its copy was lying in banks record. He filed circular alongwith supplementary affidavit dated 5-1-1985 and annexure MW-1 to MW1/IV In cross examination he has deposed that as per policy of the bank annexure MW1/3 the temporary workman were employed for period not more than 89 days.

11. The workman has examined Shri Anil Kumar Pande to substantiate its case. Shri Pande worked in the management bank for 60 days and ascert that no appointment letter or termination letter was given to him which was a common practice in case of all temporary hands. In the end he has stated that the workman worked in the bank upto 12-5-1980 as per instruction of the branch manager and had put in full days work on each day.

12. The witness was contradicted in cross examination where he admitted that it may be correct that no worked in the bank not only upto 12-5-1980 as given in the affidavit but upto 20-5-1980 and get salary till that. On being shown the attendance register he admitted that he had signed his attendance on 21-5-80 also but that attendance has been scored out by some one. He has denied the management suggestion that after 16-4-80, the workman used to come to the bank for few hours to meet his friends and made entries in the records.

13. The workman in his affidavit has deposed about entire case set out in the statement of claim. In cross examination he has reiterated his stand that he ap-

pointed on 9-2-80 but was not given any appointment letter. He further admits that though he got salary in February 80 only from 12-2-80 but he did not raise any objection in writing that he should be paid for from 9th February 80 as he has commenced the service from that day. He further admits that in April also he got salary upto 16th from 1st April, 80. On being question as to whether he raised any objection he stated that he got a demand through union which remained unreplyed. No copy of such demand letter has been filed. He further admits that the salary of the temporary employee is given last of all so by 6th or 12th of the month. He admits that the pay order ext. M-1 dated 6-5-80 was collected by him on 12-5-80. He further admits that before the demand by the union he himself did not raise any objection in writing. That pay of the rest of the days of April was also due and was payable to him. If he really worked for the whole month and was there in the bank to collect the money paid to him by pay order Ext. M-1 he should have raised objection then and there in writing. He further admits that he started marking his attendance from 12-5-80 and prior to that day he was not permitted to put attendance there. He admits that he did not raise any objection in writing that he was not being permitted to sign the attendance register prior to 12-5-80, later he admitted that it was a fact that on one day he signed and put his attendance for all back days which could not be filled. He admits that on saturday working hours of the bank is only upto 2 or 3 p.m. but on saturdays also he has put in normal timings upto 4.45 p.m. as he attended the bank for full day. He admits that in April 80 there are only 30 days but he wrongly put in attendance of 31st and then this scored out. He further admits that 30th April was a holiday and he wrongly put in attendance on that day which he scored out. He has denied the managements suggestion that the attendance register was kept in open and persons signed it when they reached. He has denied the managements suggestion that after 16-4-80 he came to the bank simply to meet his friends and was not an bank employee. He has denied that appointment was given to him which he removed from the banks record. In his affidavit the workman averred in para 9 of the affidavit that he worked between 17-4-80 to 12-5-80 and the items shown in annexure 2 of the affidavit was done by him and supervised by the officer indicated therein. In annexure 2 attached to his affidavit the workman mentioned that on 12-5-80 long book of the draft payable was in his hand writing except entry at sl. number 53 and 54. He further states that he himself not gone to the post office but the register was sent through the peon of the bank. On 5-5-80 workman in his affidavit the workman has shown to have made entry in the long book of the draft payable and prepared vouchers but original of ext. M-14 was shown to him, he admitted that the entire writing was his, thus this work is in consquence of the averments made by the workman. The workman has again ascerted to have prepare long book and drafts payable on 17-4-80. When original of Ext. M-15 of long book was shown, the workman stated that the entire writing of it was in his hand writing. When shown original of register of dak despatch dated 28-4-80, the witness admitted to have made entry in his hand writing from serial

no. 6312 to 6318 incircled by red ink and corrected after cutting it. He has denied that the entries sl. nos. 6312 to 6318 was written by some person who had written the entire sheet. When shown original of Ext. M-17 the workman stated that except entry no. 30 and 31 the entire writing was in his hand, on 21-4-80 in annexure to his affidavit he stated that he prepared cash scroll and make entry of the clearing for the next day. Looking to originals of photo copy of draft ext. M-18 to 21 witness stated that they are in his hand writing. Though they do not bear his signatures as signatures are not given on them. Looking to the original of Ext. M-22 to 27 he stated that they are in his hand writing. In the end witness has deposed that he is not gainfully employed anywhere since his services were terminated. He admits that branch manager used to take work when ever he liked. The workman has denied that he was given appointment till 16-4-1980.

14. From the evidence and records including the documents filed, verbal testimony, it emerges that the workman as temporary workman worked from 12-2-80 to 16-4-80 in all 65 days and was paid for that period. The disputed period is from 9-2-80 to 11-2-80 and 17th April 80 to 12 May 80. The workman made entry in the bank record from 17-4-80 to 12-5-80 when he came to the bank premises to meet his friends as early as 7-7-80 vide annexure M-1. The branch manager admitted vide enclosure to his letter addressed to AGM Regional Manager's office Lucknow that the workman slightly worked in an authorised manners for days beyond 12-2-80 to 16-4-80. He has further mentioned that as regards the work done by him for which days he was not paid any wages, we enclose a list day wise which shows that he did not handle any seat in complete. The list annexed with the letter shows that on 9-2-80 he did some work of despatch. Looking to the photocopy of the dak despatch register on 9-2-80 ext. M-8 it appears that from serial no. 1683 to 1742 the workman made all 59 entries on that day but in the summary signature of Shri V. K. Srivastava was obtained by the management. Similarly annexure to letter M-6, it is admitted that the workman do some despatch work. If his appointment really begins from 12-2-80 he should not have been allowed by the management to work or to make entries in the despatch register and on 11-2-80, similarly on 17th April to 30th April 80 and from 1st May 80 to 12th May 80 barring sundays he did some work on all the days. In this appendix M-6 it is written that on 12-5-80 he did not do any despatch nor he issued any draft but looking to the original of Ext. M-7 shown by the management in cross examination the witness testified that the draft was prepared in his hand writing. The management confronted the workman by showing some of the writings photo copy of which is filed from Ext. M-7 to M-18 and the witness testified that he did work on those days as the writing in most of them are in his hand writing. This support the workmans contention that he had been visiting the bank and the management had been taking work from the workman. Thus annexure 2 given by the workman along with his affidavits stands substantiated to a very great extent by the documents shown by the management

itself. It does not appeal to reason that he was preparing drafts and making entries in the drafts issue register, dak despatch register without the knowledge of the bank management.

15. It has been argued by the representative for the management that as the workman was to be given temporary appointment for less than 89 days, according to annexure Ext. MWI/III filed alongwith the affidavit of Shri S. N. Bhatnagar is against 60 days at present with usual break of 5 days after two months of service. The management decided to give break in his service from 16-4-80 so that the workman may not complete more than 89 days and he was paid by the vouchers in the next month on 12th May 80, when he had really worked for the whole month in April and it was from that day that he was not allowed to work in the bank.

16. It is further argued that that no appointment letter was issued, the management has taken stand that the copy of the appointment letter was removed by the workman, if it was so then what about the termination letter as the management has contended that they give appointment letter as well as termination letter. Further if the appointment letter was really removed by the workman, in view of the management, then the management should have been lodged a first information report against the workman at the police station which was not done in the instant case. Further the branch has also not intimated to its head office about the loss of record. Even in the earliest letter ext. M-6 to the affidavit of management witness Shri S. L. Mittal there is no mention about the appointment letter to the effect that that has been removed by the workman or is lost from the bank record, though it appears to be true that workman made his attendance in the attendance register after 16-4-80 i.e., from 17-4-80 to 12-5-80 in hurry and all in one day having little regard for holiday and Sunday but the fact as it emerges out from the record is that the workman did work from 17-4-80 to 12-5-80 though he was paid only upto 16-4-80.

17. The management has not filed any evidence to show as to who was on leave and in whose leave vacancy the workman was employed even from 12-2-80 to 16-4-80. In the absence of any document, it appears that the workman joined the management bank as clerk on 9-2-80 and continued there till 12-5-80 when his services were abruptly terminated orally and he was not given any appointment letter nor termination letter nor notice of termination nor pay in lieu of notice for termination, thus the provisions of para 495, 522(4) of the Sastri award were violated and in this way from 9-2-80 to 12th May 80 he had put in 94 days of continuous service under the bank management. It is further argued that the work in which he was engaged was work of permanent nature and that there is other fresh new hands which were appointed after the termination of his service, thus the provision of section 25 G and H of the Industrial Dispute Act have also been violated by the bank.

18. It is argued on behalf of the workman that the management is taking pretext that the appointment letter was issued so that it may be ascertained by the management that per appointment letter his appointment was to come to an end on 16-4-80, whereas the

workman on being shown dak despatch register of 9-2-80 has identified his signature and has confirmed that he did work on that day and admitted by the manager in his letter addressed to Area General Manager of the management bank at Lucknow. Thus the story of giving appointment letter by the management and its alleged removal by the workman appears to be false.

19. The workman has examined Shri A. K. Pande who joined the bank on 24-3-80 was allowed to continue till 22-5-80 being junior to the workman he should have been terminated first and not the workman Shri Rakesh Mehrotra if at all it was necessary. The workman has denied written draft Ext. M-7, but in his affidavit annexure 2 he has written that on 12-5-80 he issued draft and made entry in the ledger. The management has not shown that the ledger entry of that was in the hand writing of the workman.

20. Further what ever writing the workman proved in token of work he did from 17-4-80 to 12-5-80 if not admitted to the management, the management should have examined some one on the point. I have observed earlier that from admission and documents it is proved that the workman did work from 17-4-80 to 12-5-80.

21. The question of loss of confidence averred in the written statement of the management is untenable as no enquiry was held in this regard. In Chandu Lal versus Pan American Airways decided by Supreme court in civil appeal 10667 of 83 it was observed thus:

Without examining the tenability on loss of confidence as a defence to reinstatement and accepting the allegations tendered by the respondent that there had been loss of confidence, we are of the view that while terminating the services of the appellant is held to be bad, he may not be reinstated in service, on the other hand he should be adequately compensated.

22. It is argued by the management that the name of the workman was not obtained from the employment exchange and that in view of the Banking Service Recruitment Board, the workman could not have been employed as a permanent workman by the management except by way of temporary employee in the leave vacancy.

23. As observed earlier the management has failed to show that in whose leave vacancy he was employed from 12-2-80 to 16-4-80 however, this being admitted that his appointment was mandatory provision of last come first go of section 25 G as observed earlier, which was not done as the workman appointment was earlier than that of Shri A. K. Pande and he was allowed to continue even after the termination of the workman, thus this is violation of the mandatory provision, further no notice or notice pay was given to the workman as required under the provision of para 522(4) of the Sastri Award.

24. Thus in view of the discussion made above and further in the circumstances of the case, the termination of the temporary employee was illegal and the

workman will be entitled to be reinstated with full back wages and continuity of service. Thus in view of the observations made above, I hold that the action of the bank management of Oriental Bank of Commerce, Kanpur in not absorbing in employment and terminating the services of Shri Rakesh Mehrotra from April or May 1980 is not justified, resulting that the workman is entitled to be reinstated in service with full back wages.

25. I, therefore, give my award accordingly.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/233/80-D.II(A)|D.IV(A)]

का.आ. 1001: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रिय सरकार, स्टेट बैंक ऑफ बंकाणेर एन्ड जयपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करते हैं, जो केन्द्रिय सरकार को 12-2-86 को प्राप्त हुआ था।

S.O. 1001.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure to the industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on the 12th February, 1986.

ANNEXURE

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Reference No. L-12012/287/83-D. II(A) dated 30-3-1984

Industrial Dispute No. 33 of 1984

In the matter of dispute :

BETWEEN

Shri S. K. Srivastava C/o Shri O. P. Nigam Labour
Advisor, State Vice President U.P. Bank Employees'
Congress, 295/387 Deen Dayal Road, Ashartabad,
Lucknow.

AND

The Manager State Bank of Bikaner and Jaipur, Trans-
port Nagar, Branch, Kanpur.

APPEARANCES :

Shri O. P. Nigam—for the workman.

Shri T. N. Tondon—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/287/83-D. II (A) dated 30th March, 1984, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the Management of State Bank of Bikaner and Jaipur in relation to their Transport Nagar Branch, Kanpur in terminating the services of Shri S. K. Srivastava, Deposit Collector

v.e.f. 3-10-81 is justified ? If not, to what relief is the concerned workman entitled?"

2. It is common ground that the applicant was appointed as publicity-cum-collection representative also known as deposit collector under Vyavasaya Nidhi Scheme of the bank Management. On 17-11-79 at management's Birhana Road Branch and subsequently transferred to newly opened branch of the management bank at Transport Nagar, Kanpur from 21-1-1980. Admittedly the applicant signed an agreement with the local management for working as collection agent under the said scheme. The applicant in his claim statement has averred that besides the duties enumerated in the agreement his appointment was for the benefit of business and trade of the bank and was working under the direct control of the bank management, that he was engaged in the same operation which is incidental to the main operation of the bank i.e. collect deposit and make advance (loan etc.). One of the terms of the agreement was that the applicant during the continuance of agency cannot do any work or render any service of similar nature that in bank. It is further averred that the bank while appointing collection agents like the applicant exploited the unemployment situation of the country and acted unfairly by compelling the applicant to sign the agreement ex parte settlement, though the applicant was working under the direct control and discipline of the bank management and in view of the circumstances control discipline and other matters the applicant is workman of the bank management i.e. (employee of the management). The applicant has further averred that for similar work of clerks in the management got higher emoluments whereas the deposit collector gets only low percentage of commission. The applicant has also claimed the benefits of section 25-F of the I. D. Act in the form of retrenchment compensation and consequential benefits.

3. The management on the other hand has asserted that there is no relationship of master and servant between the management bank as employer and the applicant. The applicant was engaged as deposit collector and functioned as a commission agent. It is further averred that section 10 of the Banking Regulation Act prohibits the bank from employing any person on the basis of remuneration by way of commission. The very fact that the applicant was being paid commission on the deposit, the bank could not act in contravention of the law and have an employee who was remunerated on the basis of commission. The daily deposit scheme in which the applicant was made a deposit collector was introduced only with an idea of inculcating a spirit of small savings by the general public and the schemes are not at profitable.

4. The management has denied that the branch manager has terminated the services of the applicant, it is only his agency, that was terminated. The management has further averred that it would be wrong to say that the applicant was transferred as deposit collector from Birhana Road Branch to Transport Nagar Branch, Kanpur but the fact was that looking to the desire of Shri S. K. Srivastava he was authorised to function as commission agent under Vyavasaya Nidhi Scheme at Transport Nagar after entering into a fresh agreement with the bank and depositing the cash security. It is further denied by the bank management that the applicant had been performing manual, clerical and supervisory duties or any other duties as stated by him so as to treat him as workman under the Industrial Dispute Act. He was never issued any appointment letter nor he was required to attend bank like other employees and mark attendance and he was also not amenable to the disciplinary jurisdiction of the bank. It is further averred that the agreement does not prohibit the applicant from earning money by way of any other occupation but with a view to protect the interest of bank reasonable restriction was imposed that the deposit collector will not engage in similar work of deposit collection with any other bank. The applicant was provided with all stationery account opening forms, statement of accounts, etc. in connection with his function as agent for collection for deposit. Under terms of contract he never worked under control and supervision of the bank and as observed above applicant is not amenable to the disciplinary action of the bank and as such not a workman within the meaning of section 2(e) of the I. D. Act. The management has further averred that the applicant had voluntarily signed the agreement to be engaged as agent and there was no question of any duress.

5. In rejoinder the applicant has given details of documents furnished by him in the bank namely pass book, scroll book, debit and credit and transfer voucher preparation transfer roll etc.

6. The management has filed photo copy of the agreement in between Shri S. K. Srivastava (applicant) and the management which is admitted and is marked Ext. M-1. Under this agreement the deposit collector Shri S. K. Srivastava agreed to be bound by rules and regulations framed by the bank from time to time and such rules as set out in annexure A to the agreement made in para 3 of the annexure A, it was laid down that the collection agent shall only collect the deposit under the scheme and not any other deposit on behalf of the bank management. That he shall obtain necessary signature of the account holder on the account opening form and that he shall deposit the collection on the following day in the bank's account. It was further agreed in para 10 of the same that the collection agent shall not do any work or render any service of the type of nature contemplated under these presents for any other bank and on termination he will be required to return the identification card etc.

7. On 8-1-1985 as well as on 11-2-1985 it was ordered that the management bank will allow the workman or his representative to inspect the papers/document demanded as per application dated 11-3-84, the head office directed inspection, but inspection was not allowed of all the documents at Transport Nagar Branch and only when some papers were inspected no one came forward on behalf of the management to sign the joint inspection though there were documents to show that he had done clerical work in the management branch in his writing. The point will be considered along with the case.

8. On behalf of the management one Mr. Dhakonia Branch Manager Birhana Road Branch, Kanpur gave his affidavit evidence and the other Shri B. P. Seth, Branch Manager, Transport Nagar Branch, Kanpur gave his affidavit evidence.

9. Management's witness Shri Dhakonia in his affidavit denied that the applicant ever performed normal clerical duties in the management bank but admitted that he was doing a work only as envisaged under agreement. That the applicant was not amenable to disciplinary proceedings, that it would be wrong to say that the applicant was transferred to Transport Nagar branch from Birhana Road branch, rather it was on his request that his agency was transferred and his security deposit amount refunded.

10. In cross examination he has admitted that duties are allotted to the officers some times we issue office orders and some times we allotted duties orally. He has denied that ordinarily mini depositor used to visit bank normal time i.e. at 10 p.m. as they had no fixed hours in the bank.

11. The other witness of the management is Shri Seth, the then branch manager of Transport Nagar Branch, Kanpur. He has denied that the applicant had been performing normal clerical and other duties in the bank rather he was doing the work as envisaged in the agreement dated 21-1-80, that he had no fix hours of coming to the bank and that his agency was terminated under terms of agreement on 3-10-81 by management. The management has also filed affidavit of Shri Mahendra Singh on 14-5-85. He has denied that the applicant was transferred to Transport Nagar branch from Birhana Road.

12. The applicant never worked before Shri Seth. He stated that the workman was not amenable to disciplinary action and he was not working in office hours.

13. On the other hand the applicant has given his affidavit making averments made in the statement of claim. In cross examination he has admitted that he was employed as deposit collector under Vyavasaya Nidhi Scheme on two percent commission. He admits the photo copy of the agreement Ext. M-1. He states that Shri S. K. Tuli branch manager obtained his signature in Transport Nagar Branch under duress. If it was so he should have stated so in his claim statement that the agreement was got signed under duress. He however admits that at Birhana Road branch

he had signed agreement at his free will, he however did not object at the time of signing the Ext. M-1 and did not complain about it to any one. When confronted as to why he has not mentioned this fact in the statement of claim he stated that he has told this fact to his representative Shri O. P. Nigam and cannot show any reason why it did not find place in statement of claim. He stated that he used to make collection starting from 1 or 4 p.m. to 8 p.m. and deposited the same next day at the time of opening the branch. He admits that he was not putting his attendance in branch. He further stated that he used to go at bank at 10 a.m. and used to make entry in the ledger and did accounting work and left the bank at 4 p.m. He has denied that he worked only that what he was required to do in agreement Ext. M-1 rather he was made to work in excess of that.

14. Even if it is conceded that the applicant when visiting bank for the purposes of depositing the collection made by him the previous day made entries in the ledger and may be that he performed some other work also in the bank which is not only done by clerks in the bank that by itself will not make a clerk in the bank. If he was really working beyond the scope of agreement Ext. M-1 he should have shown that he was working under the instruction of the branch manager as he had access to the bank as mini deposit collector for depositing the collection made previous day, he would not become a clerk in the bank as he was not employed to do work in the banking industry nor he was appointed to do so by any order in writing.

15. A perusal of the agreement Ext. M-1 will show that his appointment was not for any work in the banking industry but for the benefit of banking industry under Vyavasaya Nidhi Scheme, thus he was employed not under contract of service but under contract for service under definite terms and condition and on payments of commission. In cases where engagement or employment arises on the basis of written concluded contract, one has not look all the circumstances but the facts mentioned and enumerated therein. It may be that in order to find out whether the workman was going on according to the agreement or in derogation of the same only then it may have to be looked into.

16. Admittedly the agreement in this case is Ext. M-1 dated 21-1-80 whereby workman started work under Vyavasaya Nidhi Scheme of the management bank under which small collections for deposit were to be made from the customers and security of Rs. 1000 was taken from the applicant and the condition was that the applicant will deposit all collection next day on which he will earn certain percentage of commission and in case deposit is withheld for a day or so he will loose commission thereon. The bank agreed to pay remuneration for functioning as publicity cum-collection representative. Another terms was that the bank may without notice can terminate the agency if there was breach of terms or commits any act which the bank thinks prejudicial to the interest of the bank. The collection agent was to obtain account opening form get it filled by customers after verifying their signatures, proper pass books of the depositor and deliver the same if it will authenticated by the branch manager or accountant. He was to deposit the collection on the following day during the banking hours of the bank alongwith his daily scroll. In case of failure to deposit the day's collection he was to loose commission, he was given the right under clause 7 that if he was ill or for any other reason not able to perform the duty he could nominate his representative to perform the duties of the collection agent. He was not required to do similar type of work in another bank. The question that has to be determined here is that whether a collection agent engaged to work on the basis of the contract Ext. M-1 dated 20-1-81 would be a workman within the meaning of the Industrial Dispute Act to perform work in a banking industry.

17. The main work in the banking industry is deposit and advancing loans. There is no doubt that the banks are industries within the meaning of section 2(i) of the Industrial Dispute Act. The whole question would be whether the present applicant is the workman of the bank within the meaning of section 2(s) of the Industrial Dispute Act. The definition of the workman given under Industrial Dispute Act of section 2(s) berrufts of unnecessary deals no connected with this case is that the workman means any person employed in any industry to do any work for reward in terms

of express employment. In the instant case there is express terms of employment whereby he is not required to work in the bank during fixed hours and subject to rules and regulations and disciplinary proceedings are applicable to the workman working under the bank. No doubt the workman working for reward which is commission observed either he will not be a person working in the industry to carry out day to day functions of the banking industry but he had been employed for the industry to do a particular job which may ultimately benefit the bank in the form of deposit. He is not under the control of the management meaning thereby that he has no fixed hours of work as employees of the banks, he is not required to put his attendance or take leave rather in case of emergency when he will or has no time to work he has a right to appoint substitute who will work for him in the matter of collection simply to safeguard the interest of the collection. He has to intimate the bank which is not possible in the case of any workman working in the banking industry, further the management has no control to direct him to do work in a particular manner thus in view of the agreement Ext. M-1 the applicant Shri S. K. Srivastava does not come within the meaning of the workman as defined in industrial dispute act and would not be entitled to benefit thereunder.

18. My attention has been drawn to a number of rulings on behalf of the workman one of which Canara Bank Versus Appellate Authority 1 LIJ 1978 page 324 wherein the facts of the case were as under :

Canara bank was advancing money under security of gold and for this purpose goldsmith engaged as appraiser. There was a contract between the bank and their appraiser. The bank had issued a notice to the second respondent terminating. He challenged the order under shop and commercial establishment act, hence this writ petition by the management bank. The question is whether the second respondent was an employee of the bank or only an independent contractor held, even granting that the second respondent was an independent contractor and even conceding that he was at liberty to work else where and that he was not bound to be with the bank always during the office hours yet the second respondent was entitled to benefits under shops Act.

19. No findings was given if on the basis of the contract he was a workman. Moreover, the terms of agreement were not considered and the reasoning for giving a findings by appellate authority was not considered only this much was observed in paragraph 22 as follows :

On merits I may state that the appellate authority has discussed the material matters in detail in Ext. P-6 and found that the second respondent is an employee under the bank on the evidence and materials available and the nature of work that the second respondent was doing in the Canara Bank.

20. It may be that as the gold smith was employed in the industry and was under the control of the management the appellate authority held him a workman. But the facts in the instant case are different. On the other hand the counsel for the management has drawn my attention to a similar case as the present one decided by CGIT-cum-Labour Court Madras on 18-1-1985, in industrial dispute No. 20/1983 were on the reference of dispute whether the action of the management of Syndicate Bank Regional Office Madras in terminating the services of Shri R. Balram Adarsh Deposit collector Vallore w.e.f. 30-7-1981 is justified, holding that there was no relationship of master and servant but there exists relationship of principal and agent and holding that under the terms of the contract the bank had no control on the deposit collector it was held that the workman was not entitled to any relief as he was not a workman.

21. My attention was also drawn to a case of Medical representative reported in 1977 Lab. IC. 1977 Shalimar Paints reported in 1974 Lab. IC page 213 wherein it was held that the medical representative employed only for promotion of sale are not workman.

22. The leading case on the point is 1970 LIJ 590 Burmah Shell Versus their workmen and applying the principal laid

down therein with the present case, a deposit collector employed for specific purpose under an agreement is simply an agent and no relationship of master and servant arises between them as nexus of control is wanting. Two essentials of relationship of the employer and work/master and servant are (a) contract of personal service and right of one to direct and control and supervise the work of the other. In the instant case both the things are wanting as the applicant Shri S. K. Srivastava was given work under the agreement with a right to appoint a nominee in case of his personal absence and further there was no direct control or supervision regarding his span of work. Only a limited control was there to minimise his commission if the collection was withheld for a day or so. Under the terms of agreement workman was not under the staff of the bank but was simply in view of the contract for limited work for which remuneration in the form of commission would not make him workman and thus employee of the bank.

23. Unlike in the case of a regular employee there was no compulsion of his attendance, no provision of regular attendance no provision of disciplinary action and no regular fixed salary are given to the applicant rather as per terms of the agreement he was free to work regarding collection at his choice. He was not required to take leave but simply appoint a substitute and he was not required to give attendance accept to come in time during the working hours and deposit the collection, no disciplinary rules applied to him for any misconduct and he has no fixed salary and his commission was variable depending upon the collection made. This will all go to show that the applicant was not under the direct control of the management and the bank had only that much control over the applicant that was agreed upon mutually in the agreement and thus he was not working in the industry but for the benefit of the banking industry. The workman under the terms of contract was required to prepare scroll and deposit the same in bank.

24. Thus taking the over all picture of the work performed by the applicant simply because he made certain entries in the bank ledger will not make him the sole time bank employee but he will remain as agent and his services were rightly terminated under the terms of agreement.

25. In these circumstances and for the reasons discussed above, I hold that the action of the management State Bank of Bikaner and Jaipur in relation to their Transport Nagar Branch, Kanpur, in terminating the services of Shri S. K. Srivastava Deposit Collector w.e.f. 3-10-1981 is justified. The result is that the workman is not entitled to any relief.

26. I, therefore, give my award accordingly.

R. B. SRIVASTAVA, Presiding Officer

[No. L-12012/287/83-D. II (A)]

नई दिल्ली, 28 फरवर, 1986

का. अ. 1002—आयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सारस्वत को-ऑपरेटिव बैंक लिमिटेड के प्रबंधन से सम्बद्ध नियुक्तों और उनके कर्मचारियों के बीच, सर्वोच्च में निश्चित आयोगिक विवाद में केन्द्रीय सरकार आयोगिक अधिनियम नं. 1, सम्बन्ध के पंचद को प्रकाशित करते हैं, जो केन्द्रीय सरकार को 13-2-86 को प्राप्त हुआ था।

New Delhi, the 28th February, 1986

S.O. 1002.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Saraswat Co-operative Bank Ltd., Bombay and their workmen, which was received by the Central Government on the 13th February, 1986.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY
PRESENT :

Dr. Justice R. D. Tulpule Esq., Presiding Officer.
REFERENCE NO. CGIT-14 OF 1985.

PARTIES :

Employers in relation to Saraswat Co-Operative
Bank Ltd., Bombay.

AND

Their Workmen.

APPEARANCES :

For the Employer : Shri M. N. Bhatkal, Advocate & Shri P. N. Shastri, Advocate.

For the Workmen : Shri P. D. Harsule, Advocate.

INDUSTRY : Banking. STATE : Maharashtra.

Bombay, the 16th December, 1985

AWARD

This is a reference under Section 10(1)(d) of the I. D. Act, 1947 worded as follows :—

SCHEDULE

“Whether the action of the management of Saraswat Co-operative Bank Ltd., Pune, in relation to their Somwar Peth Branch in terminating the service of Shri Ankush Baburao Bagade, Peon with effect from 31-1-1981 is justified ? If not, to what relief is the workmen concerned entitled ?”

2. Heard parties. They find the terms of settlement which are settled and negotiated in my presence acceptable. The workman was present. The Parties have filed the terms of settlement. I am satisfied that the settlement is genuine, bonafide and in the interest of the workman. A copy of that settlement is filed as schedule to this Award. I accept the settlement and direct award in terms of Settlement.

Encl. :—Settlement Copy.

R. D. TULPULE, Presiding Officer.

[No. 12012/6/83-D/IV(A)]

N. K. VERMA, Desk Officer.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT 14 of 1985

BETWEEN

The Saraswat Cooperative Bank Ltd., Bombay.

And Their Workmen.

In the matter of Industrial dispute in respect of Shri A. B. Bagade.

1. The Bank hereby agrees and undertake to pay Rs. 1,000 (Rs. One Thousand Only) to Shri A. B. Bagade within one month from today at Pune.
2. The employee Shri A. B. Bagade hereby agrees to accept the aforesaid amount of Rs. 1,000 in full and final settlement of all his legal dues including that of reinstatement from the Bank.
3. The parties hereby agree that the reference may be disposed off as settled.
4. No Order as to costs.

Dated this 16th day of December, 1985.

(1) For the Saraswat Co-operative Bank Ltd.
(Shri F. T. Alphonso)
Manager (Industrial Relations)

(2) Shri P. N. Shastri.
Advocate for the Saraswat Co-operative Bank Ltd.

Attested.

A. B. BAGADE.

- (1) Shri A. B. Bagade.
- (2) Shri P. D. Harsule.
Advocate for
Shri A. B. Bagade.

नई दिल्ली, 24 फरवरी, 1986

का. आ. 1003:—केन्द्रिय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 2 के खण्ड (इ) के उपखण्ड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय के अधिसूचना संख्या का. आ. 4371 दिनांक 28 अगस्त, 1985 द्वारा भारत सरकार एकमात्र कलकला को उक्त अधिनियम के प्रयोजनों के लिए 28 अगस्त, 1985 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रिय सरकार के राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना औचित्य है।

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 2 के खण्ड (इ) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रिय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 28 फरवरी, 1986 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करने है।

[का. सं. एम-11017/6/85 डी. 1 (ए)]

New Delhi, the 24th February, 1986

नई दिल्ली, 21 फरवरी, 1986

S.O. 1003.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 4371 dated the 28th August, 1985 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 28th August, 1985;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said Industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 28th February, 1986.

[F. No. S-11017/6/85-D.I(A)]

का. आ. 1004.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय, की अधिसूचना संख्या का. आ. 4545 दिनांक 1 अक्टूबर, 1985 द्वारा तांबा खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 4 मिनम्बर, 1985 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार को राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 1 अप्रैल, 1986 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एस-11017/7/85-डो-I (ए)]

श. ह. गु. अय्यर, अवर सचिव

S.O. 1004.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. 4545 dated the 4th September, 1985 the Copper Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 1st October, 1985;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said Industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 1st April, 1986.

[No. S-11017/7/85-D.I(A)]
S.H.S. IYER, Under Secy.

का. आ. 1005.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 25 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के तत्कालीन श्रम और पुनर्वास मंत्रालय, श्रम विभाग की अधिसूचना संख्या का. आ. 2933, तारीख 15 जून, 1983, का अधिक्रमण करने हुए, खान सुरक्षा महानिदेशालय के श्री आर. सिंह, श्री ए.सी. धर्गुप्ता, श्री डी. कुन्दु, श्री बिप्ला लाक्रड़ा, और श्री सुभाष प्रसाद, विधि सहायकों को खान अधिनियम, 1952 (1952 का 35) के अधीन उन सब राज्य क्षेत्रों, में जहाँ पर उक्त अधिनियम का विस्तार है, मजिस्ट्रेटों के सभी न्यायालयों के समक्ष अभियोजन मामलों का संचालन करने के लिये, सहायक लोक अभियोजक के रूप में नियुक्त करती है।

[सं. एस-29016/16/85-खान-I]

एल. के. नारायणन, अवर सचिव

New Delhi, the 21st February, 1986

S.O. 1005.—In exercise of the powers conferred by sub-section (1A) of section 25 of the Code of Criminal Procedure, 1973 (2 of 1974) and in supersession of the notification of the Government of India in the late Ministry of Labour and Rehabilitation, Department of Labour No. S.O. 2933 dated the 15th June, 1983, the Central Government hereby appoints Shri R. Singh, Shri A. C. Dhargupta, Shri D. Kundu, Shri Bipta Lakra and Shri Subhas Prasad, Law Assistants in the Directorate General of Mines Safety as Assistant Public Prosecutors to conduct prosecution cases launched under the Mines Act, 1952 (35 of 1952) before all courts of Magistrates in the territories to which the said Act extends.

[No. S-29016/16/85-MI]

L. K. NARAYANAN, Under Secy.

नई दिल्ली, 26 फरवरी, 1986

का. आ. 1006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कोल लिमिटेड की बेनेदिह कोलियरी के प्रबंधन में सम्बद्ध नियोजकों और उनके कार्यकर्ता के बीच, अतुल्य से निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिनियम, नं. 2 धनप्रद, के पंचद को प्रकृति काती है, जो केन्द्रीय सरकार को 12-2-1986 को प्राप्त हुआ था।

New Delhi, the 26th February, 1986

S.O. 1006.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 12th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 93 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Benedih Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate

On behalf of the workmen—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 31st January, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(70)/85-D. III(A), dated, the 26th June, 1985.

SCHEDULE

“Whether the action of the management of Benedih Colliery of Messrs Bharat Coking Coal Limited in dismissing Shri Asgar Ali, Pump Operator from service from 21st June, 1984 is justified? If not, to what relief the workman is entitled?”

In this reference the workmen filed their W. S. documents etc. Thereafter several adjournments were granted to the employers for filing their W.S. documents. After completion of the documents stage the case was fixed on 10th January, 1986 for evidence of parties. But on 10th January, 1986 both the parties appeared and filed before me a memorandum of settlement. I have gone through the terms of settlement which appears to be fair and proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the memo of settlement which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

[No. L-20012(70)/85-D.III(A)]

A. V. S. SARMA, Desk Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 93/85

Employers in relation to the management of Benedih Colliery.

AND

Their workmen

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That without prejudice to the respective contention of the parties contained in the written statements, the parties above named have settled the dispute in the following terms:—

TERMS OF SETTLEMENT

- (a) That the concerned workman Shri Asgar Ali will be reinstated within 7 days from the date of filing this settlement.
- (b) That the concerned workman will not claim the back wages from the date of dismissal till the date of reinstatement.
- (c) That the period of his absence from 9th December, 1981 till the date of his dismissal on 21st June, 1984 and the period of idleness from the date of his dismissal till the date of reinstatement will be treated as leave without wages for the purpose of continuity of service and other benefits.

2. That in view of the above settlement the present reference does not require adjudication.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to hold the terms 1599GI/85—7.

of settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workmen :

1. Sd/- illegible

Area Secretary,

C.M.S. of India.

2.

For the Employers :

Sd/- illegible

General Manager,

Block-II Area

Sd/- illegible

Personnel Manager

Block-II Area

Sd/- illegible

Superintendent

Benedih Colliery

DECLARATION

I, Shri Asgar Ali, the concerned workman, do hereby declare that I have fully understood the contents of the above documents duly explained to me and I fully agree with the terms of the settlement.

Sd/-

Signature/L.T.I.

Of Shri Asgar Ali

नई दिल्ली, 26 फरवरी, 1986

का.आ 1007 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकोम फैक्टरी जबलपुर (मध्य प्रदेश) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार का 10-2-86 का प्राप्त हुआ था।

New Delhi, the 26th February, 1986

S.O. 1007.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.), and shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Factory, Jabalpur (M.P.) and their workmen, which was received by the Central Government on the 10th February, 1986.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(6)/1985

PARTIES :

Employers in relation to the management of Telecom Factory Jabalpur (M.P.) and their workman, Shri P. V. Upadhyaya, Progressman Gr. I House No. B-26, Ratan Nagar Colony, Madan Mahal, Jabalpur (M.P.)

APPEARANCES :

For workman.—S/Shri R. C. Srivastava, Raiendra Menon and S. K. Rao, Advocate.

For Management.—Shri C. K. Sharma, Advocate.

INDUSTRY : Telecommunication (P&T)

DISTRICT : Jabalpur (M.P.)

AWARD

This is a reference made by the Government of India in the Ministry of Labour for adjudication of the following dispute under Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, vide Notification No. L-40012(20)/84-D.II (B) dated 8th January, 1985 :—

"Whether the action of the management of Telecom Factory, Jabalpur (M.P.) in dismissing Sri P. V. Upadhya, Progressman Gr. I from service with effect from 12-5-83 is justified? If not, to what relief is the workman concerned entitled?"

2. Non-controversial facts of the case are that the workman, Sri P. V. Upadhya, was appointed initially as Examiner on 15-9-1964 and thereafter promoted as Progressman Gr. II with effect from 1-5-1969 and he was further promoted as Progressman Gr. I with effect from 1-2-1982.

3. The case of the workman is that he was given a charge-sheet on 8-7-1982 alleging the following misconduct :—

"It has been reported that Sri P. V. Upadhya Progressman Gr. I, while going out through Gate No. 4 at about 12.45 P.M. on 29-6-1982 with a bicycle make 'Hero' bearing frame No. L-121146 and a canvas bag hung on the handle of the cycle, was stopped for search at the said gate by the duty Chowkidars Sri Imratlal Dabey and Lalji of the O/o the C.T.S. Jabalpur on suspicion carrying some material. Thereupon Sri P. V. Upadhya, Progressman Gr. I managed to run away leaving the said cycle along with the aforesaid bag."

4. The workman submitted his reply to the charges denying the allegations and pleaded that he has been falsely implicated with ulterior motive.

5. Sri R. C. Ganodi, Assistant Manager, was appointed as an Enquiry Officer who conducted the domestic enquiry. As a result of enquiry the workman was dismissed from service by an order dated 12-5-1983 of Sri D. K. Gupta, Senior Engineer and Disciplinary Authority, Telecom Factory, Jabalpur. His appeal was also dismissed on 22-12-1983.

6. The workman has challenged his order of dismissal inter alia on the following grounds :—

(1) That the Enquiry Officer conducted an enquiry in violation of principles of natural justice and utter disregard to the Standing Orders applicable to the factory in as much as—

(a) that the management got recorded the statements of their witnesses at the back of workman and then offered them for cross-examination in violation of principles of natural justice and C.C.S. Rule 1964.

(b) that the Enquiry Officer himself cross-examined at length the defence witnesses and the workman to fill up the lacuna of the prosecution. This conduct of the Enquiry Officer clearly establishes that the Enquiry Officer was biased and was in collusion with the management to procure dismissal. This was also in violation of C.C.S. Conduct Rules as applicable to the factory by virtue of 39 A of Standing Orders.

(c) The Enquiry Officer considered extraneous material against the workman.

(2) That the Enquiry Officer has not directed to the management to supply the overtime register with regard to Sri Sunderlal Rajak inspite of the repeated request made by the workman during the course of departmental proceedings.

(3) That the so called seizure memo referred in the charge sheet was not made available to the workman for inspection.

(4) That no complaint on which charges were based, were supplied to the workman.

(5) That no person hearing was given to the workman as per provision 33-2(i) of Standing Orders inspite of his repeated request.

(6) That there was no evidence against the workman to prove the misconduct alleged against him and the finding of Enquiry Officer was perverse without evidence and opposed to evidence.

(7) That the finding of the Enquiry Officer was also based on presumptions and assumptions and not warranted by facts and circumstances of the case. In fact the enquiry officer did not appreciate the evidence correctly and properly and ignored vital and material evidence in favour of the workman.

(8) That there are lot of contradictions in the statement of management witnesses. The management witnesses did not identify the workman. Sri Imratlal, management witness, does not say single word against the workman. Sri Imrat Lal in his examination-in-chief stated that he did not recognise Sri Upadhya, delinquent workman.

(9) That there was no identification of the alleged stolen property. There is no proof that said property belongs to factory. The management has not produced any stock register to show the receipt or issue of the theft property in question. Documents asked were not supplied to him.

(10) That the management has not produced any complaint from officer-in-charge from whose custody this theft property in question was stolen.

(11) There is no evidence to show that bicycle in question belongs to workman.

(12) That the Enquiry Officer should have held that mere suspicion could not have been used against the workman for holding him guilty for the misconduct as held by the Hon'ble Supreme Court in the case of S.C. Goel Vs. Union of India.

(13) That the workman is absolutely innocent of the alleged charge. He has not committed any misconduct whatsoever. Therefore the termination is not justified and he is entitled to reinstatement with back wages with seniority.

7. The case of the management is as under :—

(1) That the workman was an ordinary workman and performed his duties as assigned to him. No serious default was detected with his work. The charge-sheet was based on the preliminary enquiry.

(2) That the workman alleged that he has been falsely implicated with ulterior motive but neither the basis for making such an allegation was stated in the reply nor any attempt was made to justify it. The allegation was uncalled for and made to escape punishment.

(3) That the reply submitted by the workman was duly considered in the light of the facts found and the same justified making of a formal enquiry for which Enquiry Officer was duly appointed and nominated to hold an enquiry.

(4) That the departmental enquiry was duly held in which workman's guilt was fully established. On the findings of the Enquiry Officer the workman was dismissed from service and his appeal was also rejected for valid and proper reasons.

(5) That before issuing charge-sheet, the matter was duly enquired into and the various documents submitted were duly considered. The facts disclosed sufficient material for holding a regular departmental enquiry.

(6) That all the rules of natural justice were followed and rules adhered to in their true perspective.

(7) That the spontaneous statements which had been given by the witnesses when the incident occurred were in writing, copies whereof were supplied to the applicant.

Witnesses were called in enquiry and they repeated their earlier statements. The applicant himself cross-examined the witnesses on that basis and no objection was taken that the witnesses statement be recorded again. The departmental proceedings are not proceedings in law court and rules of evidence do not apply strictly. The applicant is deemed to have waived objection in this behalf and is estopped from challenging the procedure adopted.

(8) That all the papers in the file were available to the parties and copies had been supplied to the applicant earlier.

(9) That the management had examined Sunder Lal Rajak and the applicant was satisfied with cross-examination only.

(10) That the Enquiry Officer cannot sit quite and is entitled to bring necessary facts on record because the purpose of the enquiry is to find the truth. Therefore the procedure adopted by the Enquiry Officer was justified and proper. The allegation that the Enquiry Officer colluded with the management is improper and not made in good taste.

(11) That if the workman wanted a personal hearing, he would have asked for it and had he done so the same would have been allowed.

(12) There was ample evidence to connect the applicant with the stolen property. Therefore the findings of the Enquiry Officer are justified.

(13) That the material placed on record was considered, the identity of the applicant as being the person who was attempting to steal Government property was properly fixed. Regarding the property, at no stage the applicant challenged that the property was not the property of the Factory. Other facts established that it was the property on which the applicant had all the opportunity to lay his hands for the purpose of stealing.

(14) There was not merely suspicion against the applicant but there was crushing evidence. The Enquiry Officer has not based his findings on suspicion.

(15) That a show cause notice was duly served on the applicant and his acknowledgment taken. If the applicant did not avail of the opportunity to himself, he can have no objection at this belated stage. The proclamation of innocence is merely a self serving statement and against the facts found.

(16) Lastly the management has submitted that the departmental enquiry proceedings are not like court proceedings. rules of evidence do not apply, findings are based on probabilities adopting rules of natural justice and ordinary human conduct, there was no defect in the procedure adopted, applicant was given all the opportunity to disprove the charge which was duly brought home to him. In the circumstances the dismissal of the workman is justified and the management is not expected to keep such persons in employment who indulge in committing theft of Government property.

8. I framed the following issues and treated Issue No. 1 as preliminary :-

ISSUES

1. Whether the management held a proper and legal enquiry against the workman ?
2. Whether the findings of the Enquiry Officer were justified on facts as well as in law ?
3. Whether the management was justified in awarding the punishment of dismissal from service to the workman ?
4. To what relief is the workman concerned entitled ?

9. I have heard parties on preliminary Issue No. 1 and perused domestic enquiry papers most of which of them are admitted by the workman.

10. I will go through the proceedings to see whether the grounds alleged by the workman are substantiated form record.

11. The workman has filed Ex. W/1 to Ex. W/5. Ex. W/1 is the reply to the show cause notice. Ex. W/3 are the adjournment order dated 3-9-1982 and so is Ex. W/2 dated 5-9-1982. Ex. W/4 is the application of the workman dated 22-7-1982 to put up the suspension order. Ex. W/5 are the proceedings dated 13-9-1982 fixing 20-9-1982 as the date of hearing.

12. Witnesses for the management were examined on 10-9-1982 and 20-9-1982. The proceedings of these dates are Ex. M/23, Ex. M/24, Ex. M/25 and Ex. M/20. These proceedings go to show that the statements of the management witnesses S. L. Rajak Inayat Lal Dube and Lalji were not recorded in presence of the workman but their previous statement were read over by the witnesses and they accepted the same. Thereafter they were only allowed to be cross-examined by the representative of the workman.

13. The contention of the learned Counsel for the management is that this procedure is quite legal and proper and no prejudice is caused to the workman. In support of this contention State of Mysore Vs. Sivavassappa (AIR 1963 SC 375) has been relied on. This authority was relating to departmental enquiry held against public servant and it came up for consideration in an industrial dispute case of Khanda & Co. Ltd. Vs. Its workmen, (1963-1-LLJ 452). In that case relying on Kesavram Cotton Mills Vs. Gangadhar and others the following observations were made by their Lordships :-

"It would be noticed that the essential basis on which this view is founded is that the enquiry conducted by the management before a domestic tribunal must be a fair and just enquiry and in bringing home to the workman the charge framed against him, principles of natural justice must be observed. Normally, evidence on which the charges are sought to be proved must be led at such an enquiry in the presence of the workman himself. It is true that in the case of departmental enquiries held against public servants, this Court has observed in the State of Mysore vs. Shivabasappa Shivappa Makapur (AIR 1963 SC 375), that if the deposition of a witness has been recorded by the enquiry officer in the absence of the public servant and a copy thereof is given to him, and an opportunity is given to him to cross-examine the witness after he affirms in a general way the truth of his statement already recorded, that would conform to the requirements of natural justice; but as has been emphasized by this Court in Kesoram Cotton Mills, Ltd., Vs. Gangadhar and others (vide p. 371 supra in this issue), these observations must be applied with caution to enquiries held by domestic tribunals against industrial employees. In such enquiries, it is desirable that all witnesses on whose testimony the management relies in support of its charge against the workman should be examined in his presence. Recording evidence in the presence of the workman concerned serves a very important purpose. The witness knows that he is giving evidence against a particular individual who is present before him, and therefore he is cautious in making his statement. Besides, when evidence is recorded in the presence of the accused person, there is no room for persuading the witness to make convenient statement, and it is always easier for an accused person to cross-examine the witness if his evidence is recorded in his presence. Therefore, we would discourage the idea of recording statements of witnesses ex parte and then producing the witnesses before the employee concerned for cross-examination after serving him with such previously recorded statements even though the witnesses concerned make a general statement on the latter occasion that their statements already recorded correctly represent what they stated. In our opinion, unless

there are compelling reasons to do so, the normal procedure should be followed and all evidence should be recorded in the presence of the workman who stands charged with the commission of acts constituting misconduct."

14. In view of the above observations I hold that this procedure adopted by the Enquiry Officer was against natural justice and had caused prejudice to the workman.

15. It was on 14-10-1982, 18-11-1982 and 9-12-1982 that the workman entered upon his defence and he put up his witnesses before the Enquiry Officer. Ex. M/17, Ex. M/18, Ex. M/13, Ex. M/14 and Ex. M/12 are the copies of proceedings of these dates. On perusal of these proceedings I find that firstly the workman i.e. the delinquent officer, Shri P. V. Upadhye was cross-examined at length by the Presenting Officer and thereafter by the Enquiry Officer. What the witness had to say in defence of the workman is not at all recorded in examination-in-chief. Same is the case with defence witness, Bhagwan Das Patel, who was cross-examined by the Enquiry Officer alone. Same procedure was adopted in relation to defence witness, Ram Das. Defence witness Shri Abid Ali (Ex. M/13) was first cross-examined by the Presenting Officer and thereafter by the Enquiry Officer. As I have already pointed out that it is pertinent to note that these witnesses were not allowed to speak in defence of the workman, they were only cross-examined by the Enquiry Officer and Presenting Officer both. On 9-12-1982 the workman i.e. the delinquent officer was again subjected to searching cross-examination (Ex. M/12) by the Presenting Officer, though the record does not show that he had made any request to further cross-examination of the workman. In the case of Abdul Wajed Vs. State of Karnataka [1981 (1) SLR 454] Karnataka High Court has held that cross-examination by the enquiry officer violates the principles of natural justice and the enquiry proceedings are vitiated.

15. My attention has been drawn to the findings of the Enquiry Officer (Ex. M/7) dated 24-2-1983 to show the prejudice of the Enquiry Officer. His findings report Ex. M/7 goes to show that except for naming the witnesses and the documents for the management opening paragraphs nowhere show that the evidence of the witnesses of the management were scrutinised and assessed. This clearly goes to show that the Enquiry Officer did not apply his mind to the evidence led by the management first which is bad in law as has been held in the case of Anil Kumar Vs. Presiding Officer (AIR 1985 SC 1121). This is not all. Under the heading analysis and assessment of evidence Enquiry Officer begins by saying that at the stage of charge the workman was asked whether he accepts or denies the charge levelled against him, but he was very much hesitant in his reply and denied the charges in a very subdued and diffident manner. In fact his denial lacks conviction. His diffidence and manner of denial indicated that he was not telling the truth but was trying to hide the same. In this connection, it is pertinent to note that the proceedings dated 10-9-1982 Ex. M/2-3 do not disclose at all such a conduct of the workman. Instead of considering the evidence of the management on whose the burden was to prove the charges the Enquiry Officer started first taking the so called conduct of the workman beyond record as if he was to prove his innocence first. This clearly violates principles of natural justice.

16. Then the next paragraph he devotes in order to reject the plea of defence that he has been falsely implicated by Shri S. L. Rajak due to jealousy. In the next paragraph he says that from the proceedings of defence witnesses it is clear that the material seized was of the factory. In the next paragraph he says that on verification of W.O. Register it was found that the solder sticks were being manufactured from 24-6-82 to 27-6-82 which belies the defence version that their manufacturing was totally stopped for 5/6 days before 29-6-82. This W.O. Register was not part of the enquiry papers and a copy of it was also not supplied to the defence. Even then in order to reject the defence plea learned Enquiry Officer relied on this extraneous evidence which is quite against the natural justice and shows bias mind of the Enquiry Officer.

17. It is only in next paragraph that he refers to the statement of witnesses of the management and simply says

that their statements are fully supported and corroborated and there are no contradiction on any point in their statements. To my mind, this is no marshalling of evidence. It only shows that he had prejudged the issues involved and he was biased.

18. Then he takes up the defence witnesses and somehow rejects their testimony. But this is not all. He further says that "I asked Shri Upadhye one specific question whether his bicycle was seized by the Security Staff. His reply to this was 'Mujhe Nahin Maloom'." In view of this he draws the following conclusion:—

"It gave rise to the doubt that he was not telling the truth. If this cycle which was seized did not belong to him, he should have categorically replied in negative."

19. In the next para he makes a very queer statement that 'I have carefully gone through the entire case and applied my mind to all the pleas that have been made in the written statement of defence dated 23-1-83 and deposition made by the different defence witnesses'. This clearly shows that he applied his mind only to reject the defence and did not take the trouble to do so in respect of the witnesses for the management.

20. His finding that it gave rise to the doubt indicates that he has given his findings merely on suspicion because he found the defence false. Such a course cannot be allowed even in domestic enquiries. In the case of Nand Kishore Vs. State of Bihar (AIR 1978 SC 1277) it has been held that suspicion cannot be allowed to take the place of proof even in domestic inquiries. I thus find that the domestic enquiry held by the Enquiry Officer is vitiated on the above grounds alone and therefore I need not go through the other grounds of lesser importance.

21. In their reply to claim petition before this Tribunal the management nowhere prayed to adduce evidence in proof of the charges before this Tribunal in case the enquiry is held to be vitiated. Therefore the prayer at the stage of arguments in this regard is of no value to the management as has been held in the case of Delhi Cloth General Mills Co. Vs. Ludbuth Singh (1972-I-LJ p. 180); Workmen of Firestone Tyre & Rubber Co. Vs. Management (AIR 1973 SCC 341); Shankar Chakravorty Vs. Britannia Biscuits (AIR 1979 SC 1652); S. N. Goel Vs. Bank of Baroda (AIR 1984 SC 289); Cooper Engineering Ltd. Vs. P. P. Mundhe (1975 SCLJ 354). Consequently, I hold that the management did not hold a proper and legal enquiry against the workman. It is, therefore, vitiated and it is set aside.

22. The Schedule to the reference as such is answered that the action of the management of the Telecom Factory, Lalapur (M.P.) in dismissing Shri P. V. Upadhye, Progressman Gr. I from service with effect from 12-5-83 is not justified.

23. Normal rule is that when the termination is not held to be justified the workman is entitled to reinstatement with full back wages. In the instant case, there is no evidence that the workman is gainfully employed himself elsewhere after his termination. In such circumstances, he is entitled to full back wages from the date of dismissal i.e. 12-3-1983 till he is reinstated with all ancillary reliefs. Management shall further pay a cost of Rs. 500 to the workman.

Dated : 3-2-1986

V. S. YADAV, Presiding Officer

[No. I-40012(20)/84-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 27 फरवरी, 1986

क्र. आ. 1008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का

14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय खाद्य निगम, हैदराबाद के प्रबंधन में संयुक्त नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद (श्री. प्रवेश) के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-86 को प्राप्त हुआ था।

New Delhi, the 27th February, 1986

S.O. 1008.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (Central), Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hyderabad (AP) and their workmen, which was received by the Central Government on the 13th February, 1986.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Industrial Dispute No. 45 of 1985

BETWEEN

The Workmen of Food Corporation of India, Hyderabad (A.P.).

AND

The Management of Food Corporation of India, Hyderabad (A.P.).

APPEARANCES :

Sarvasri G. Bikshapathy, G. Vidyasagar and G. C. Venkata Swamy, Advocate—for the Workmen.

Sri M. V. Bharathi, Advocate—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012(49)/84-D V. dated 2 July, 1985 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Food Corporation of India, Hyderabad and their workmen to this Tribunal for adjudication :

"Whether the management of Food Corporation of India, Hyderabad is justified in not regularising S/Shri (1) R. P. Saibaba, (2) P. V. Nagaswara Rao, (3) G. V. Narayana (4) M. V. G. S. Saima, (5) G. Appa Rao (6) V. L. N. Bhattacharyulu, (7) B. Ravindranath, (8) A. Jafar Hussain (9) A. Balakrishna, (10) G. Kameswara Rao, (11) K. Satyanarayana Murthy, (12) B. Subbaram, (13) K. Suryanarayanan Murthy, (14) G. Subba Raju (15) K. V. Ramanappa (16) J. Narasaiah and (17) R. Christopher, Assistant Grade-III (Depot) from the date of their initial appointment in the year 1976 as Assistant Grade III (Technical) for which post they were initially appointed? If not, to what relief the workmen are entitled?"

This reference was registered as Industrial Dispute No. 45 of 1985 and notices were issued to both the parties.

2. It is mentioned in the claims statement of the Workmen that the Petitioners Union is a trade union registered under the provisions of the Trade Union Act and the workmen concerned in this dispute are the members of their Union whose cause was espoused by them. According to the Union these workmen along with other employees were appointed in the Food Corporation of India during the year 1975-76 having been sponsored by the Employment Exchange and they are selected after necessary interview and test in view of the requisite qualifications for holding Assistant Grade III (Technical). As per the Regulations A. G. III (Technical) is required B.Sc. (B.Z.C.) and it is mentioned that the workmen concerned in the dispute are all Science Graduates in B.Z.C.

(a) It is mentioned that they were appointed initially on daily rated basis and they continued to work without any break. While so when the District Managers, Food Corporation of India, Nalgonda, Guntur, Nellore, Tadepalligudem, Warangal started terminating the workmen from February 1977 to June 1977 without any reason or necessity. While

the Zonal Office was issuing various circulars for absorbing daily rated employees in the regular cadre of posts.

(b) These employees who are in dispute were continuously in service from the date of their appointment upto 27-6-1977 and their services were abruptly terminated without any reason in violation of Section 25F of the I.D. Act. They were questioning the right of dismissal by approaching the High Court. The Food Corporation of India issued circulars for appointment of daily rated employees in the time scale posts and regularisation of their services. The District Managers without following Circular dated 27-1-1977 and 28-12-1977 terminated their services. However the Food Corporation of India authorities having realised their mistake in order to cover up their lapses started negotiating with the terminated employees and they insisted that on an undertaking from the employees to the effect that they shall not claim back wages and seniority if they are appointed afresh. The employees having undergone serious financial difficulties were put to pressure. They were made to yield to such requests. Thus all the terminated employees are again appointed in May 1978 on regular basis during the pendency of the Writ Petition. When the Writ Petition came for final hearing in the High Court, the Management stated that these employees were again appointed on regular basis and there is no necessity for a finding in the Writ Petition. In view of the said statement, the High Court did not go into the validity of the termination order and directed the Management to implement the Circular dated 27-1-1977. The Petitioner stated that during the period of termination the services of the employees, number of other persons were also appointed at various dates to various posts. So the Management having appointed the employees including the workmen concerned herein afresh in May 1978 after causing lot of dislocation in their service. Thus the workmen were made juniors to those who were appointed subsequent to them and the Management having illegally terminated their services cannot deprive of their original seniority in their respective cadres. Thus the Union made a representation to the Management to accord due seniority right from the date of their original appointment in their respective cadres. The Management while reinstating these workmen concerned issued orders of appointment of A. G. III(D) when infact they were appointed as A. G. III(T).

(c) When this fact was represented to the Management, it is stated by the Management that at the relevant time that the post of A. G. III(T) were not available and their seniority and promotional benefits would be counted in the cadre of A. G. III(T). However their seniority and promotional benefits would be counted in the cadre of A. G. III(T) and since this assurance is not fulfilled, the Union made a representation on 25-5-1983 about the cases of regularisation of the persons both A. G. III(D) and A. G. III(T) from the date of their initial engagement on daily rate basis. As there were no negotiation and no proper orders were passed, Conciliation proceedings took place. In the conciliation meeting held on 27-8-1983 Settlement was entered under Section 12(3) of the I.D. Act between the Management and the Petitioner-Union stating that the Food Corporation of India agreed to regularise the services of S/Shri K. Lachaiiah and all others as shown in the Annexure by the Union letter dated 10-8-1983 with effect from their initial appointment on daily rate wages in terms of the Zonal Office circular dated 27-1-1977 as directed by the High Court and that the regularisation will be completed on or before 31-10-1983 and that both parties agreed to file implementation report before the Assistant Commissioner of Labour (Central) by 10th November 1983 telling which it is understood that the Settlement shall be treated said to have been implemented. Thus as per that Settlement these workmen who were original appointed in the A. G. III(T) when they were reinstated in May 1978 as Assistant Grade III (Depot) they should be regularised in A. G. III(T). In this regard all the persons whose services were terminated in June 1977 and who were subsequently reinstated in May 1978 were given the benefit of regularisation of their services from the date of their original appointment and the difference of wages from the date of engagement till the date of regularisation were paid. However the period between the date of termination and date of reinstatement was treated as extraordinary leave but the said period were taken for

the purpose of increments and other benefits. In other words the period from the date of initial appointment till the date of reinstatement was counted as active service for all the other purposes. With regard to A. G. III(T) whose services were terminated in June 1977 and who were reinstated in the month of May 1978, their services were not regularised so far in the cadre of A. G. III(T) during the conciliation discussions. The Management expressed their difficulty to fix the seniority of the workers concerned in the A. G. III(T) on the ground that they were reinstated in the cadre of A. G. III(D). Thus the Commissioner of Labour sent a failure report which culminated in the present reference.

(d) Assistant Grade III Depot, Ministerial and Technical carry the same scale of pay but the service conditions and channel of promotion of each category are different and the qualifications for these posts are also different. The workmen concerned in the dispute are specially selected for the post of A. G. III(T) being Science graduate in B.Z.C. Therefore, it is their case that they are entitled for seniority and other benefits in the cadre of A. G. III(T) only and not as A. G. III(D). It is mentioned that about 100 Assistant Managers (Depot) and Assistant Grade I (Depot), Assistant Grade II (Depot) Assistant Grade III (Depot) who have been absorbed in the accounts cadre have been repatriated to the Depot cadres after putting up more than five years service in accounts cadre assigning their original seniority in the depot cadre vide Zonal Office, Madras Office Order Nos. 138, 139, 140, and 143/84 Estt. dt. 16-6-1984. The persons who were appointed subsequent to the appointment of Petitioners on daily rated basis have already been promoted to the post of A. G. III(T) and they are likely to be promoted further to the post of A. G. I(T). Whereas the Petitioners are denied all these benefits on account of arbitrary and illegal action of the management, the Zonal Office direction to regularise the services of the employees were not properly implemented. When the termination is held to be illegal, the employees when they are sought to be reinstated claimed that they are entitled to reinstatement in the very same post in which they were terminated and it is not open for the Management to give reinstatement in other posts. The workmen concerned were also not paid the difference of wages as they were paid to other persons and when they represented, it was informed that their absorption in the Technical cadre is pending before the Zonal Office and therefore the amounts are not finalised. Thus the action of the Management in not giving benefit of seniority to the A. G. III(T) is not justified.

3. In the counter it is mentioned that the petitioners were daily rated services as A. G. III (Technical) in the year 1976 and when the names of the petitioners were sponsored through the Employment Exchange they were called for interview and they are posted to A. G. III(T) on daily rated basis. The management made recruitment for the post of A. G. III(D) in the year 1978 and the petitioners were called for interview again for the post of A. G. III(D) along with the other terminated/failed candidates and the petitioners were selected in the interview and appointed as A. G. III(D) in 1978. There is a special understanding that they would not claim for the daily rate service period because there was a gap of several months. The two types of A. G. III(Tech.) and A. G. III(Depot) absolutely are different categories and are not interchangeable due to the nature of duties attached to the posts. The Circular dated 27-1-1977 cannot give benefit to the Petitioners with regard to regularisation from the date of their recruitment on daily rated basis as Technical cadre. The relief claimed by the petitioners will affect the seniority of several other employees and unless they are made parties to the dispute the same cannot be fully and finally be adjudicated upon. The relief claimed by the Petitioners is stale and the same referred to the Tribunal after period of seven years. Thus it is not correct to say that this was not on account of any arbitrary or illegal action of the Management. The workmen were made to suffer. Their prompt service on daily rated service have no relevance and therefore they are not entitled for any back wages or reinstatement to the same original post.

4. For the workmen one witness was examined as W.W1 and Exs. W1 to W43 were marked. On behalf of the Management one witness M.W1 was examined and Exs. M1 to M5 were marked.

5. W.W1 is the Union Secretary of the Food Corporation of India Executive Employees Union mentioned that this dispute as well as the dispute in Industrial Dispute No. 46 of 1985 have been espoused by the Union. According to him the dispute relates to regularisation of the services of A. G. III(T) from the date of initial appointment on daily rated basis and he wanted his evidence which is given in I.D. No. 46 of 1985 to be essentially read as part and parcel of the evidence in this industrial dispute also. He marked Ex. W1 interview call of the petitioner for appointment as A. G. III(T) on daily rated basis and Exs. W13 and W14 are appointment orders issued to the petitioners as A. G. III(T). Exs. W15 to W23 are the termination orders issued by the Food Corporation of India and Exs. W24 to W30 are service certificate in respect of the Petitioners. Ex. W31 is the order regularising the services of the daily rated appointments. Exs. W32 and W33 are interview calls given to same of the petitioners. Exs. 34 to 42 are appointment orders issued to the petitioners in 1978, as A. G. III (Depot). Ex. W43 is the failure report. The relief claimed in this industrial dispute as well as in I.D. No. 46 of 1985 are similar and he wanted to pass an award regularising the services of the petitioners as A. G. III(T) from 1976 i.e. from the date of their first appointment with all consequential benefits. In the cross examination he mentioned that all these employees who are working in A. G. III(T) and (Depot) and Ministerial are working in the entire State of Andhra Pradesh in the same scale having different nature of work. According to him all the petitioners are Science Graduate and they were recruited through Employment Exchange as A. G. III(T). According to him the order in the Writ Petition No. 3801 of 1977 was implemented after the conciliation proceedings. He denied the suggestion that the Union agreed for whatever decision by the Zonal Office would take with reference to A. G. III (Technical) who were subsequently taken as A. G. III (Depot) or Administration. He denied that there is such an agreement to that effect. According to him in 1978 all these people who were retrenched were again interviewed for A. G. III (Depot) as a sort of formal interview instead of A. G. III(T). He agreed that the High Court directed the F.C.I. should apply Circular dated 27-1-1977 and extend the benefits as enumerated therein. He denied the suggestion that there are no posts of A. G. III(T) unfilled when they were reinducted in 1978. According to him in 1979 the F.C.I. recruited 130 A. G. III(T) candidates.

6. On the other hand for the Management M.W1 the Assistant Manager, Food Corporation of India Personnel Department, Hyderabad is examined. He mentioned that between June and July 1976 these 17 petitioners in this dispute are all recruited as A. G. III(T) and they were working at various Centres for procuring food grains. Ex. M1 details showing the period of work, turned out by them both in I.D. No. 45 of 1985 and I.D. 46 of 1985. He conceded that these 17 petitioners in this dispute worked for four to five months and again they were interviewed in 1978 along with others who were called for interview through Employment Exchange. According to him the 17 people were called directly as a special case. He also mentioned that the petitioners in I.D. No. 46 of 1985 numbering about six were also called for interview at the same time. According to him the workman gave an undertaking dated 10-5-1978 and it is a model undertaking given and similar undertakings were given by all of them. He filed Ex. M3 as the copy of the D.O. letter from the Deputy Zonal Manager, F.C.I. addressed to the Senior Regional Manager, F.C.I. dated 15-3-1978 stating that they should take an undertaking in writing that they agreed to accept the appointment from the date of joining the post and that they would have no claims arising out of their earlier appointments on daily wages and the same is marked as Ex. M3. According to him the workers made a representation to the then Prime Minister seeking redressal of their problems as per Ex. M4 and similar representation was received by them through the Chairman under Ex. M5. He marked the model call letter given by them as per Ex. W32 and another appointment order also under Ex. W32 this clause was incorporated. It is his case that they are continuing now as Grade III Assistant in the Depot as well as in the Administration and they are not entitled for any relief Grade III(T) from the original dates of

selection. In the course of cross examination he conceded that the petitioners under I.D. No. 45/85 and 46/85 are having requisite qualifications and technical degree being Science graduates, and Ex. M1 showed their names, and that they were appointed as Grade III(T) on daily rate basis. According to him some others were appointed as Grade III(D) and Administration staff in 1976, in all about 290 people and they were terminated after four or five months. According to him Ex. W31 Circular was issued after the termination of the workers in I.D. Nos. 45 and 46 of 1985 and they issued call letters similar to Ex. W32 to all Grade III(T) and (D) Assistant who were terminated earlier calling for interview. He conceded after seeing Ex. W7 in I.D. No. 46 of 1985 about the Settlement arrived at under Section 12(3) of the I.D. Act for regularisation. As per it he conceded all other Cadre III Assistant except Technical Cadre III were regularised from the date of their daily rated service, and regarding others the Union agreed to await the outcome of instructions of the Zonal Office in the matter of A. G. III(T). He also conceded that all other A. G. III(D) and Administrative Assistants were received incremental arrears from the date of their daily rated engagement including the period between the termination and appointment. He conceded that some decisions are still pending with regard to Assistant Grade III(T) after Ex. W20 in I.D. No. 46 of 1985 as the telex message received to identify the nature of posts absorbed in Zonal Office Circular dated 27-1-1977 and they were directed to give necessary orders with reference to the validity of the posts sanctioned. According to him it is the outcome discussions held between the Union and the Management.

7. He admitted that as per Exs. W1 and W2 there were interviews called for from the petitioners for appointment as Technical Assistant Grade III on daily rated basis and Exs. W3 to W13 are appointment orders issued to them as A. G. III(T). The individual termination orders are marked as Exs. W15 to W23 and their service certificates are marked as Exs. W24 to W30. The Management filed Exs. M1 to show that the petitioners worked and their services were also terminated. So the same would correctly tally with the facts stated by the workers. Again in 1978 as per Ex. W31 the Management appointed those people who were terminated by regularising their services and Exs. W32 and W33 are interview calls given to all these and Exs. W34 to W42 are appointment orders issued to ex-petitioners as A.G. III (D) on that the failure reports marked as Ex. W43. It is his case that both the counsels for the Management and workers that the reliefs sought for in I.D. No. 45 of 1985 and I.D. No. 46 of 1985 are identical and similar and workers wanted that their services should be regularised as A.G. III (D) from the original date of their entry into service with consequential benefits.

8. The Management relied upon the undertaking given by the workmen-petitioners shown in Ex. M-2 and also the D.O. Letter written by the Deputy Zonal Manager D.C.I. to Senior Zonal Manager that they should agree to accept the appointments from the date of their joining the post without claiming any back wages as per Ex. M-3. But the Management filed the representation made by the Workers as per Exs M-4 and M-5.

9. Ex. W-17 in I. D. No. 46 of 1985 would show that there is a Settlement arrived at under Section 12(3) of the I. D. Act with reference to Assistant Grade III (Depot) giving all benefits of seniority and back wages from the date of their daily rated service and it would also show that with regard to others there was an understanding that they should wait the outcome of the instructions from the Zonal Office and except Assistant Grade III (T) all other Assistant Grade III (Depot) as well as Ministerial have received incremental arrears from the date of their daily rated engagement including the period between the termination and reinduction, and Ex. W-20 in the telex message in I. D. No. 46 of 1985 there is a telex message received from the Zonal Office to identify the nature of post as absorbed in Zonal Office Circular dated 27-1-1977 and that it is subsequent to Ex. W-17 of I. D. No. 46 of 1985.

10. In this industrial dispute the admitted facts are that all these people who are under reference are Science Graduates and they were recruited by the Food Corporation of

India through Employment Exchange after proper interviews and selections as Assistant Grade III (Technical) on daily rated wages. The Food Corporation of India is having Assistant Grade III Ministerial Assistant Grade III (Depot) and Assistant Grade III Technical as the three types of clerks having same scale of pay but with different nature of work for each cadre with different channels of promotion. It is admitted that while others namely for Assistant Cadre III Depot and Ministerial Graduates are eligible, for Assistant Grade III Technical only Science Graduates with BZC subjects as Optional are required. Infact in 1975-76 all these petitioners were selected after proper interview being Science Graduates on various dates as are given in their selection report which are filed in this Tribunal. Appointment orders are also filed with reference to the same. These facts are not in dispute.

11. While these people have put in more than 240 days for reasons best known to the Management of Food Corporation of India. Some of the persons who were working as Assistant Grade III Depot Ministerial and Technical were retrenched. Even without observing Section 25-F of the I. D. Act. Then some of them filed applications before the Andhra Pradesh Shops and Establishments Act and some others filed Writ Petition in the High Court. The appeal application before the A. P. Shops and Establishments Act were allowed and the second appeal preferred against that by the Management to the Labour Court was also dismissed. The termination orders were thus nullified. While so the Government of Andhra Pradesh exempted the Food Corporation of India and its Depots from the provisions of the A. P. Shops and Establishments Act thereby the right of the employees to approach the authority constituted under the Shops and Establishments Act was denied and thus some of them filed Writ Petition in the High Court.

12. When the matters were pending thus the Food Corporation of India issued Circulars for appointment of daily rated employees in the time scale posts and for regularisation of their services and they gave instructions in their Circular dated 27-1-1977 and 28-12-1977. So in order to cover up the mistake or lapse involving the termination of these employees, the Management authorities of the District level insisted that the workers who were being reinducted should give undertaking to the effect that they shall not claim back wages and seniority if they are appointed afresh. Of course the evidence of WW-1 and representations marked by him through their Union would show that they did not agree for the same to give such undertakings. But in some cases undertakings were also given as could be seen. But the point is all these people were interviewed by way of formal interview afresh in the month of March 1978 and all the retrenched persons were only interviewed and selected. Though some others were also called they were not selected. This fact is not denied. Now when they reinducted persons specially from the Assistant Grade III (Technical) were reinducted only as Assistant Grade III (Depot). Now it is not in dispute that those Assistant Grade III (Depot) who were retrenched in 1976 when they were reappointed in March 1978 as Assistant Grade III (Depot) were all given back wages and their period from the date of termination till the reappointment they were paid back wages and also attendant benefit and they were treated to be in continuous service also for the purpose of seniority. There was also settlement dated 27-8-1983 under Section 12(3) of the I.D. Act between the two parties. The Management agreed to regularise the services of retrenched employee from their daily rated employment dates and to treat this period of retrenchment as duty period without wages but countable for incremental arrears. The Management conceded that they agreed this kind of Settlement with reference to Assistant Grade III (Depot) having consented for such a Settlement under Section 12(3) with reference to Assistant Grade III (Depot) but the Management refused on the pretext that this matter with reference to the Assistant Grade III (Technical) is pending with the Zonal Office for a decision. Thus even after repeated requests and representations and conciliation proceedings as could be seen from the evidence as there was no response from the Management stating that they were recruited as fresh as Assistant Grade III (Depot) as there was no sign of relief given to them, the matter is referred to this Tribunal. A telex message dated 24-10-1983 was issued by the Management stating that the period between the date of termination and reappointment may be treated as extraordinary leave. Infact in the High Court the Writ Petition was dismissed with a direction to regularise the services from

27-1-1977 with reference to all the petitioners and the same was not implemented in its true spirit as could be seen from the facts culled out. Even from the Staff Regulation 28(2) (a) an employee on extraordinary leave shall not be eligible to draw leave salary, dearness allowance or conveyance allowance. He shall, however, be eligible to draw House Rent and Compensatory Allowances, for a period not exceeding 120 days, at the same rate at which he was drawing these allowances, before he proceeded on leave. First of all the Petitioners pointed out that subsequent to these retrenchments of Assistant Grade III (Technical) some more Assistant Grade III (Depot) are virtually made juniors to 1979 and now these people who are reinducted in service as Assistant Grade III (Depot) are virtually made juniors to Assistant Grade III (Technical) as well as (Depot) in all respects and they will not have any benefit of seniority if they are kept in Assistant Grade III (Depot) as the original Assistant Grade III (Depot) people were already there and those who are retrenched and reinducted were given all the seniority benefits and when accrued to them from the date of their original appointment, by giving all the service seniority. So the Assistant Grade III (Depot) were not at all affected as there was a settlement in which their seniority was protected. But with reference to Assistant Grade III (Technical), the Management says that they were recruited afresh though it is an admitted fact that nobody else were recruited when they were reinducted in March 1978 having come to know that they committed blunder by retrenching them in violation of principles laid down both under the I. D. Act and Shops and Establishments Act. Therefore the question to be seen is whether they should be given regularisation from the date of their original appointment when they were taken as daily rated employees in Assistant Grade III (Technical) or not. Having conceded that they are entitled for all the things now the Management is reluctant to grant the appointment from their initial dates of appointments though they agreed to be regularised. It is conceded that the promotion chances and the nature of work are quite different though the salaries are the same for Assistant Grade III (Technical) Assistant Grade III (Depot) and it is also pointed out that without being contradicted that some of the Assistant Grade III (Technical) who were recruited in 1976 as daily rated service as Grade III (Technical) are now working as Assistant Grade I and II (Technical) and these people who are kept without being channelised in Grade III (Technical) will be in a disadvantage by losing their seniority in their channel promotions as Assistant Grade III (Technical) and thus the grant of this relief is going to be to their disadvantage. So the Management failed either to implement the directions given by the High Court that their services should be regularised from 27-1-1977 in their respective grades and also they have not identified the nature of posts as observed in the Zonal Office Circular dated 27-1-1977. So the so-called delay which is much focused by the Management is an illusory one and erasable. Every time when the workers represented individually or through the representatives of the union the management were telling that the matter is pending consideration at the Zonal Office level and ultimately they say that there was a gap of seven years and now those Assistant Grade III (Technical) who were recruited in 1979 will be put to inconvenience in seniority if these people who were reinducted as per procedure from the date of original appointment are given seniority. After all once the principle is accepted that last come first go is criteria and moreover that these petitioners were illegally retrenched in 1977 in violation of principles laid down in Section 25F and 25H of the I.D. Act, and that they are entitled for reinstatement and having reinstated as Assistant Grade III (D) and also giving them all benefits of seniority and back wages for the period of termination till the date of reinduction to say that because Assistant Grade III (Technical)

who were recruited in 1979 and that there are no posts for these people who were recruited earlier in 1976 as per the date of appointment and that those people who were appointed subsequently will be affected if these people are given the seniority which they are entitled as was given in the case of Assistant Grade III (Depot) seems to be unnatural and the same will not stand to reason and the same is opposed to all canon of justice and equity. The Management cannot take shelter saying that these people who were appointed later will be aggrieved and they were not made parties to this. If the Management is really so cautious about the problem they should not have recruited in 1979 then as Assistant Grade III (Technical) without considering the rights of these petitioners who were virtually seniors to them in their own channel of promotion as Assistant Grade III (Technical). Therefore I find from the perusal of the documents as well as evidence placed before me that the Management of Food Corporation of India is not justified in not regularising the services of the Petitioners of Assistant Grade III (Technical) from the date of their initial appointment in the year 1976 and I direct they should be appointed as Assistant Grade (III) Technical with all attendant benefits and back wages and seniority over the Assistant Grade III persons whoever it is that were appointed later to them and the mere undertakings given by these petitioners in the dispute which are forcibly taken cannot be made use of when they had certain rights accrued to them under the I.D. Act and the Management failed to follow the principles laid down under the I.D. Act while terminating them. The very purpose of recruiting them by a process of formal interview and selection without excluding even a single person who was terminated and without selecting any other new person other than these people at the so called interview would show that they wanted to rectify their own mistake of illegal termination for which the Petitioners were not at fault and also not responsible. Therefore the Management again taking sides to protect so called seniority of Grade III (technical) who were subsequently recruited is untenable. It cannot be a cause for not giving these people their due share of seniority and attendant benefits having given in similar circumstances as such benefits to Assistant Grade III (Depot) who were retrenched and reinducted with seniority as well as back wages and attendant benefits. Therefore I hold that the Management is not justified in not regularising the services of these petitioners as Assistant Grade III Technical from the date of seniority of Grade III (Technical) who were subordinated and these petitioners are entitled for all the benefits.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 15th day of January, 1986.

Appendix of Evidence

Witnesses Examined

for the Management :

M.W1 P. Rama Murthy

Witnesses Examined

for the Workmen :

W.W.1 N. A. Nayeem.

Documents marked for the Workmen :

- Ex. W1—Photostat copy of the interview call dt. 7-6-76 given by the Food Corporation of India, District Office, Guntur-1 to R. P. Saibaba.
- Ex. W2—Photostat copy of the interview call dt. 21-7-76 given by the Food Corporation of India, District Office, Kakinada to B. Subba Ram.
- Ex. W3—Appointment Order dt. 2-1-76 issued to R. Christopher by the Senior Regional Manager, Food Corporation of India, District Office Kurnool.
- Ex. W4—Photostat copy of the appointment order dated 19-12-1975 issued to A. Balakrishna by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. W5—Photostat copy of the appointment order dated 3-2-1976 issued to A. Balakrishna by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. W6—Photostat copy of the appointment order dated 2-9-1976 issued to A. Jaffar Hussain by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. W7—Photostat copy of the appointment order dated 22-5-1976 issued to A. Jaffar Hussain by the District Manager, Food Corporation of India, District Office, Kurnool.
- Ex. W8—Photostat copy of the appointment order dated 17-4-1976 issued to G. Kameswara Rao by the District Manager, Food Corporation of India, District Office, Kurnool.
- Ex. W9—Photostat copy of the interview call dated 30-6-1976 given by District Manager, Food Corporation of India, District Office, Kurnool to G. Kameswara Rao.
- Ex. W10—Photostat copy of the appointment order dated 1-1-1976 issued to Satvanarayana Murthy by the District Manager, Food Corporation of India, District Office Kakinada.
- Ex. W11—Photostat copy of the appointment order dated 23-12-1975 issued to K. Venkatarajamananna by the Assistant Manager, Food Corporation of India, Sub Office Anantapur.
- Ex. W12—Photostat copy of the appointment order dated 6-7-1976 issued to K. Surya-

narayana Murthy by the District Manager, Food Corporation of India, Visakhapatnam.

- Ex. W13—Photostat copy of the appointment order dated 1-7-1976 issued to R. P. Saibaba by the District Manager, Food Corporation of India, District Office Guntur.
- Ex. W14—Photostat copy of the appointment order dated 12-7-1976 issued to G. Subba Raju, by the District Manager, Food Corporation of India, District Office, Visakhapatnam.
- Ex. W15—Photostat copy of the termination order dated 6-8-1976 issued to P. A. Narasimha Rao and 11 others by the District Manager, Food Corporation of India, District Office, Tedepalligudem.
- Ex. W16—Photostat copy of the termination order dated 13-3-1976 issued to K. Venkataramanappa by the Assistant Manager, Food Corporation of India, Sub Office Anantapur.
- Ex. W17—Photostat copy of the termination order dated 6-7-1976 issued to K. Surya-Raju by the District Manager, Food Corporation of India, District Office, Visakhapatnam.
- Ex. W18—True copy of the termination order dated 2-12-1976 issued to A. Jaffar Hussain by the Food Corporation of India.
- Ex. W19—Photostat copy of the termination order dated 17-8-1976 issued to A. Balakrishna by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. 20—Photostat copy of the termination order dated 22-11-1976 issued to E. Laxminarayana and 10 others by the District Manager, Food Corporation of India, District Office Kakinada.
- Ex. W21 Photostat copy of the termination order dt. 22-11-76 issued to E. Laxminarayana and 10 others by the District Manager, Food Corporation of India, District Office Kakinada.
- Ex. 22—Photostat copy of the termination order dated 23-11-1976 issued to K. Suryanarayana Murthy by the District Manager, Food Corporation of India, District Office, Kakinada.
- Ex. W23—Photostat copy of the Termination order dated 28-11-1976 issued P. Venkataramanah and 83 others by the District Manager, Food Corporation of India, District Office Guntur.
- Ex. W24—Photostat copy of the Service Certificate dated 12-1-1977 issued Attar Jaffar Hussain by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. W25—Photostat copy of the Service Certificate dated 12-10-1979 issued to K. Satvanarayana Murthy by the District Manager,

- Food Corporation of India, District Office Kakinada.
- Ex. W26—Photostat copy of the Service Certificate dated 4-5-1976 issued to A. Balakrishna by the District Manager, Food Corporation of India, District Office Kurnool.
- Ex. W27—Photostat copy of the Service Certificate issued to R. P. Saibaba by the District Manager, Food Corporation of India, Guntur.
- Ex. W28—Photostat copy of the Service Certificate issued to G. Kameswara Rao by the District Manager, Food Corporation of India, District Office, Tadepalligudem.
- Ex. W29—Photostat copy of the Service Certificate dated 22-3-1976 issued to R. Christopher by the District Manager, Food Corporation of India, District Office, Kurnool.
- Ex. W30—Photostat copy of the Service Certificate issued to B. Subbaram by the District Manager, Food Corporation of India, District Office Kakinada I.
- Ex. W31—Photostat copy of the appointment order dated 2-8-1977 issued to D. V. Suryanarayana and 141 others by the Senior Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W32—Photostat copy of the interview call dated 30-3-1978 given to R. P. Saibaba by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W33—Photostat copy of the Interview call dated 30-4-1978 given to G. Kameswara Rao by the Regional Manager, Food Corporation of India, Regional Office Hyderabad.
- Ex. W34—Photostat copy of the appointment order dated 2-5-1978 issued to R. Purushotham Saibaba by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W35—Photostat copy of the appointment order dated 1-5-1978 issued to Altar Jaffar Hussain by the Regional Manager, Food Corporation of India, Regional Office Hyderabad.
- Ex. W36—Photostat copy of the appointment order dated 1-5-1978 issued to A. Balakrishna by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W37—Photostat copy of the appointment order dated 1-5-1978 issued to R. Christopher by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W38—Photostat copy of the appointment order dated 1-5-1978 issued to G. Kameswara Rao by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W39—Photostat copy of the appointment order dated 2-5-1978 issued to Battina Subba Rao, by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W40—Photostat copy of the appointment order dated 2-5-1978 issued to K. Satyanarayana Murty by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W41—Photostat copy of the appointment order dated 1-5-1978 issued to K. Venkataramanappa by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W42—Photostat copy of the appointment order dated 2-5-1978 issued to G. Subba Raju, by the Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W43—True copy of the failure of conciliation report dated 27-10-1984 under Section 12(4) of the I.D. Act.

Documents marked for the Management

- Ex. M1—Details showing the period of workmen worked in I.D. Nos. 45/85 and 46/85.
- Ex. M2—Undertaking dated 10-5-1978 given by R. Purushothama Saibaba.
- Ex. M3—True copy of the D.O. Letter No. 25/54/77-Estt. dated 15-3-1978 from A. R. Sundaravaradhan, Deputy Zonal Manager, F.C.I. Madras to R. Kuppu Rao, I.A.S. Senior Regional Manager, F.C.I. Hyderabad.
- Ex. M4—True copy of the Appeal of all terminated employees of Food Corporation of India, Nalgonda District to the Hon'ble Sri Morarji Desai the Prime Minister of India.
- Ex. M5—True copy of the Appeal dated 25-7-1977 of all terminated employees of Food Corporation of India, Nalgonda Branch to the Chairman, Food Corporation of India, New Delhi.

VENUGOPALA RAO, Presiding Officer

[No. L-42012/49/84-DII(B)]

HARI SINGH, Desk Officer.

नई दिल्ली, 24 फरवरी, 1986

का. प्र. 1009:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार औद्योगिक कर्मियों से सम्बन्धित कोलकोता वि. जिला- गिरिदिह के प्रबंधकों से सम्बन्धित निधियों और उनके कर्मचारियों के बीच अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-2-86 को प्राप्त हुआ था।

New Delhi, the 24th February, 1986

S.O. 1009.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dhori Colliery of M/s. Central Coalfields Limited, P.O. Dhori, District Giridih and their workmen, which was received by the Central Government on the 11th February, 1986.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD**

PRESENT :

Shri I. N. Sinha, Presiding Officer,
Reference No. 51 of 1985

In the matter of Industrial Disputes under
Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of
Dhori Colliery of M/s. Central Coalfields
Ltd., P.O. Dhori, Dist., Giridih and their
workmen.

APPEARANCES :

On behalf of the employers : Shri R.S. Murthy,
Advocate.

On behalf of the workmen : Shri S. Bose, Sec-
retary, R.C.M.S.

STATE : Bihar. **INDUSTRY :** Coal.

Dated, Dhanbad, the 31st January, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(92)/84-D.IV(B) dated the 26th April, 1985.

SCHEDULE

"Whether the action of the management of Dhori Colliery of Central Coalfields Ltd., P.O. Dhori, District Giridih in dismissing S/Shri Bhuneshwar Mahato, Driver and Kishori Mahto, Truck Khalasi is legal and justified? If not, to what relief are the workmen concerned entitled?"

In this reference both the parties filed their respective written statement. Thereafter several adjournments were granted to the parties for filing memorandum of settlement. Ultimately on 27th December, 1985 both the parties appeared and filed a memorandum of settlement. I have gone through the terms of settlement which appears to be fair and proper and beneficial to both the parties. I accordingly accept the same and pass an Award in

terms of the settlement which forms part of the Award as Annexure.

Sd/-

I. N. SINHA, Presiding Officer.

[No. L-24012(92)/84-D.IV(B)]

**BEFORE THE CENTRAL GOVERNMENT
TRIBUNAL NO. 2 DHANBAD**

In the matter of Reference No. 51 of 1985

PARTIES :

Employers in relation to the Management of
Dhori Colliery of M/s. Central Coalfields
Ltd., P.O. Dhori District Giridih.

AND

Their workmen

**JOINT COMPROMISE PETITION OF
EMPLOYERS AND WORKMEN**

The above mentioned employers and workmen beg to submit jointly as follows :—

(1) That the Management and the workmen have jointly negotiated the matter referred to this Hon'ble Tribunal, with a view to coming to a mutually acceptable amicable and overall settlement.

(2) That as a result of such negotiations, the employers and the workmen have agreed to settle the matter on the following terms and conditions :—

- (a) It is agreed that the workmen/sponsoring union will forego the demand for reinstatement of the concerned workmen, S/Sri Bhuneshwar Mahto and Kishori Mahto, Truck Khalasi.
- (b) It is agreed that the Management shall provide fresh employment to Sri Bhuneshwar Mahto as a Daily Rated Category II workers in the NCWA-III Pay Scale of Rs. 21.65-0.53.29.07 and to Sri Kishori Mahto as Category I Mazdoor in the daily rated pay scale of Rs. 21.043-27.18/- within a fortnight of this compromise petition being accepted by this Hon'ble Tribunal.
- (c) It is agreed that S/Shri Bhuneshwar Mahto and Kishori Mahto will be required to perform the job/duties of any Cat. II worker and any Cat. I worker respectively as may be entrusted to them by the Management from time to time.
- (d) It is agreed that the Management shall transfer the workers to a colliery/establishment/distant areas from Dhori Area after their fresh appointment as above, and that the workers(s) concerned will carry out the transfer orders.
- (e) It is agreed that the fresh employment of the two workmen concerned as indicated above will have no connection whatsoever with their previous employment prior to dismissal except that such service shall count for the purpose of gratuity payable

to them at the appropriate time as per the provisions of the Payment of Gratuity Act 1972.

(f) It is agreed that the workers concerned will not be entitled to back wages or any other benefit except the reckoning of the service for the purpose of Gratuity as laid down in Clause(e) above.

(g) It is agreed that this is an overall agreement in full and final settlement of all the claim of the workmen concerned/sponsoring union in respect of the aforesaid reference.

(3) That the employers and the workmen consider that the above settlement and terms and conditions are fair, just and reasonable to both the parties.

In view of the above, the employers and the workmen jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the above agreement and dispose of the reference accordingly.

Sd/-

Secretary

Rashtriya Colliery Mazdoor Sangh

Dhori Area Branch

Sd/-

I. D. Mehta
Vice President.

R.C.E.M.S. Dhori Area.

Sd/-

Superintendent/Agent
of Mines

Dhori Colliery

Central Coalfields Ltd.

For and on behalf of employers.

Sd/-

PAL S. MURTHY

Advocate

For employers.

Witnesses :—

1. Bhuneshwar Mahto. Sd/-

2. Kishori Mahto. Sd/-

नई दिल्ली, 25 फरवरी, 1986

का.आ. 1010:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार व डाटमा कोलियरी मैसर्स सैण्डल कोल फ़िल्ड्स लि., डाक. कुजु, जि. हजारीबाग के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-2-1986 को प्राप्त हुआ था।

New Delhi, the 25th February, 1986

S.O. 1010.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Datma Colliery of M/s. Central Coalfields Limited, P. O. Kuju, Dist. Hazaribagh and their workmen, which was received by the Central Government on the 11th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 44 of 1984

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Datma Colliery of M/s. Central Coalfields Ltd., P.O. Kuju, Distt. Hazaribagh and their workmen.

APPEARANCES :

On behalf of the workman—Shri B. Joshi, Advocate.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 31st January, 1986

AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(343)/83-D.III(A)/D.IV(B) dated, the 27th July 1984.

SCHEDULE

"Whether the action of the management of Datma Colliery of M/s. Central Coalfields Ltd., P. O. Kuju, Distt. Hazaribagh in refusing employment to Shri Shiv Kumar Singh, Store Keeper from 7-11-1973 was legal and justified?

If not, to what relief the workman is entitled?"

The case of the workmen Shri Shiv Kumar Singh is that he was appointed as Store Keeper by the Agent of Datma Colliery in the scale of pay Rs. 245-440 per month with effect from 16-6-1969. The owner of the said Datma Colliery was Kumar Nageswar Pd. Singh. A total area of 500 bighas was leased to him for the purpose of mining coal out of which he had given 200 bighas to a Raising Contractor Shri J. K. Jaiswal of Hazaribagh. The rest of the 300 bighas was being worked directly by the owner Kunwar Nageswar Prasad Singh in private sector. The concerned workman was appointed by the Agent of Kunwar Nageswar Prasad Singh and he was directly working under the owner. The Raising Contractor had his separate staff from the staff of the owner. Out of the 200 bighas which were being worked by Shri J. K. Jaiswal, a Receiver was appointed by the District Court at Hazaribagh for 95 bighas and the remaining 105 bighas were being worked by Shri J. K. Jaiswal. Kunwar Nageswar Prasad Singh was directly mining No. 3 quarry which was within the area of his 300 bighas and therefore he had appointed a number of workmen and staff to safeguard. After the appointment the concerned workman qualified for the membership of the Coal Mines Provident Fund in the quarter ending December, 1972 and was allotted account No. R/1/640-5 by the C.M.P.F. Commissioner. The owner did not deposit the contribution of C.M.P.F. although contribution of the concerned workman had been deducted from his wages. The owner was regular defaulter in the payment of the wages, Bonus etc. to the workmen directly working under him. The annual bonus under the payment of Bonus Act, 1965 for the year 1972 was not paid to the monthly paid employees of Datma Colliery by October, 1973 and 10 per cent monthly bonus for the month of July, August and September, 1973 were also not paid. A complaint to this effect was made on 17-2-74 before the IEO(C), Hazaribagh. The said IEO(C) issued a notice dated 20-4-74 to the owner and 30-4-74 was the date fixed for discussion in his office. The discussion could not take place as the then IEO(C) fell ill and subsequently died. The post of the IEO(C) remained vacant for about 2 years after the death of previous IEO(C) and the payment could not be finalised. The concerned workman was also one of the complainant before the IEO(C), Hazaribagh. In the meantime the taken over

collieries were nationalised. The management of Datma colliery was taken over by the Custodian on 7-11-73 under the ordinance issued by the Govt. of India on 31-3-73 from the owner Kunwar Nageswar Prasad Singh. The concerned workman was on the rolls of the employees of Datma colliery on the date its management was taken over by the Custodian on 7-11-73. The owner had removed some of the records from the colliery premises prior to the date of take over of Datma colliery by the custodian and as such the monthly paid employees had submitted an information in this behalf to the LEO(C) on 5-9-73 in which the concerned workman was also a signatory. Although the Central Government promulgated the ordinance on 31-1-73 for taking over the management of private collieries with immediate effect, the Datma colliery was not taken over prior to 7-11-73. In the meantime the Central Govt. had prohibited the issue of coupon by the Coal Board for the sale of Coal of all the private collieries. As such the private owner of Datma colliery did not like to lock his capital in raising coal and paying wages to the workmen and staff without any return. The Agent of Datma colliery wrote a letter to the Custodian of 2-4-73 giving a short history of the colliery alongwith a list of monthly paid employees which included the name of the concerned workman. Many documents including the Bonus Register, Form B Register were submitted to the Custodian on 12-11-73 by the Agent of Datma colliery. The list of which was prepared by the concerned workman. On 16-11-73 some other records were handed over to the Custodian which included Attendance Register from February, 1972 to 14-11-73. The custodian and later on the management of CCL refused to give employment to the concerned workman although there were documents to show that he was an employee of the owner when the management was taken over. After the take over of Datma colliery by the Central Govt. the concerned workman approached the General Manager of CCL for his continuance in the employment but his prayer was turned down without assigning any reason. The refusal to give employment to the concerned workman who was an employee of the owner amounts to the termination of his services and as such the present reference falls within the scope of Section 2(a) of the I.D. Act. No trade union was asked to associate with the actual screening of the concerned workman. There was a package deal between RCMS and the management and the same was no screening of the workman for giving employment. It was a rather settlement between the union and the management. Shri Bindeswari Dubey the then minister for Transport, Govt. of Bihar and the President of RCMS had examined the case of the concerned workman and had recommended in writing on 7-4-74 to the Managing Director of M/s. C.C. Ltd. to employ the concerned workman along with others of the Datma colliery. The action of the management in not continuing the employment of the concerned workman is illegal arbitrary and mala fide.

It is prayed that the concerned workman should be taken on the rolls of Datma colliery giving continuance of service from 16-9-69 and that he should be paid full wages and other allowances from 7-11-73 for the period he was idle.

The case of the management is that the reference does not fall within the scope of Section 2(a) of the I.D. Act since it is not a case of discharge, dismissal, retrenchment or otherwise termination of service of an individual workman. Datma colliery was nationalised more than 11 years ago and as such the reference has become over stale and as such the dispute is liable to be rejected.

Datma colliery was merged with the adjoining Pindra colliery by the present management of M/s.C.C.Ltd. in 1974 and the amalgamated colliery is now known as Pindra Colliery. Datma colliery is one of the colliery covered by the Presidential ordinance dated 30-1-73 in regard to take over of manage by the Central Govt. which entrusted this function to the erstwhile C.M.A. Ltd. It was subsequently covered by Coal Mines (Taking over of management) Act, 1973. Subsequently the said colliery was also covered by coal Mines (Nationalisation Act), 1973. The said ordinance and the acts referred to above indicated Datma colliery as being under Receiver of appointed by a Court. Only one trade union was functioning in the colliery which was known as Colliery Mazdoor Sangh and which were subsequently named as RCMS. Datma Colliery which was under the Receiver could not be taken over by Coal Mines Authority through the Custodian till 7-11-73. After the presidential ordinance the then minister of state of mines held a meeting with the Central Trade Union leader and laid down a procedure for a screening the workers claiming to be employed in different mines for employment after take over of the management

and a minute of the said meeting was prepared. The Colliery Mazdoor Sangh claimed that 206 workers are employed in Datma colliery and furnished their names and other details. It was checked up with the available records and the management decided to provide employment to 200 workers. The screening was done in consultation with Colliery Mazdoor Sangh, of which Shri Bindeswari Dubey was the president. The matter was thus settled regarding the employment. Those aggrieved persons who were provided employment were to file appeal to the Dy. Custodian but the concerned workman did not file any appeal/which indicates that the concerned workman was not working in Datma colliery. The names of the 200 workers who were to be employed by the management was duly displayed on a notice board of Datma colliery under the advice of Colliery Mazdoor Sangh and it was also stated that aggrieved person could file appeal to the custodian. As the question of employment of workers of Datma colliery was settled after screening relevant records were weeded out. Taking the advantage of the said situation the concerned workman has now come forward with the present claim knowing that all old documents will not be available. The concerned workman at no time was employed in Datma colliery and as such he was not entitled to be employed in the colliery. He has indulged in manipulation of some records to build his false claim for the purpose of securing employment. Prior to take over Datma colliery had hardly any plants, machinery, equipment or stores item to employ the concerned workman as a Store Keeper. The colliery was never worked by the previous owner directly. The action of the management of Datma colliery in refusing employment to the concerned workman was quite legal and justified and the concerned workman is not entitled to any relief.

The question to be decided is whether the concerned workman was in employment as a Store Keeper of Kunwar Nageswar Pd. Singh when its management was taken over by the Custodian on 7-11-73 and whether the management of Datma colliery of M/s. CCL was justified in refusing employment to the concerned workman from 7-11-73.

The management examined two witnesses and the workmen examined himself in this reference. The documents of the management have been marked as Ext. M-1 to M-18 and the document on behalf of the concerned workman have been marked Ext. W-1 to W-24.

The case of the concerned workman is that he had been appointed as a Store Keeper by the owner of Datma colliery and that as he was continuing in service at the time when Datma colliery was taken over on 7-11-73 from the owner Kunwar Nageswar Pd. Singh, he should continue in the service of the present management. The case of the management on the other hand is that the concerned workman was not an employee of owners portion of Datma colliery and that the said portion of the colliery had already been closed and was not working when it was taken over, and as such the concerned workman cannot be taken in employment by the management.

The concerned workman has produced his appointment letter Ext. W-11 dated 13-6-69 to show that he was appointed by the Agent of Datma colliery as a Store Keeper in the scale of Rs. 245-440. Accordingly to the management the concerned workman, the owner Kunwar Nageswar Pd. Singh and Agent were all close relations and the appointment letter might have been created in order to support the claim to give employment to the concerned workman. The management has referred to the oral evidence of the concerned workman to show that the concerned workman could not have been appointed on 13-6-69 at Datma colliery. The concerned workman WW-1 in his examination-in-chief has stated that he had worked continuously from the date of appointment till 7-11-73 in the mines being directly worked by the owner under the Agent. In his cross-examination he has stated that he passed the matriculation examination privately in 1979 and that he was studying in Uttar Pradesh, P.D.N.D. Inter College, Chunar, Mirzapur upto 1968. He has admitted at page 7 of his cross-examination that till 1970 he was putting up with his uncle at Kollhat station as his uncle was working as Station Master. Thus from the evidence of the concerned workman himself it appears that till 1970 he was putting up with his uncle at another place and thus he could not have worked in Datma colliery situated in Hazaribagh continuously from 13-6-69. The management had further challenged that he was a regular student in the school and college and had passed matriculation in 1970 and thereafter he was reading in College and had passed I.A. in

1972. The concerned workman has admitted that he passed IA in 1972 but he has stated that he had appeared privately. The concerned workman did not produce his matriculation certificate or his I.A. certificate that he had appeared privately and had passed Matric and I.A. privately. The fact that the concerned workman had admittedly that he was residing with his uncle at another place till 1970 supports the case of the management that he was not working in Datma colliery as asserted by him from the alleged date of appointment i.e. from 13-6-69.

It will appear from the evidence of WW-1 that the owner's of Datma colliery Kunwar Nageswar Pd. Singh and the concerned workman belongs to the same village. He has further stated that he is a distant relative of Kunwar Nageswar Pd. Singh. Ext. M-8 is a letter written by Shri Ranjit Singh, M.P. dated 13-1-1982 by which the Chairman-cum-Managing Director of CCL was asked to consider the employment of the concerned workman. In this letter he has stated that the concerned workman Shri Shiv Kumar Singh was working as a Senior Sales Assistant at Datma colliery and is the grandson of the owner Kunwar Nageswar Pd. Singh. Ext. W-8 dated 26-12-73 is a letter written by the concerned workman Shiv Kumar Singh and four others to the Custodian, Datma colliery in which it is clearly stated that the applicants are son/grandsons and relative of ex-owner. In Ext. W-13 dated 26-4-74 also the concerned workman and five others have stated that the applicants are son and grandson of the owners. Ext. W-15 dated 13-10-76 is a letter written by the concerned workman to the Chief Personnel Officer, CCL in which he has clearly stated that he is the grandson of displaced owner. Thus there is no room for doubt that the concerned workman is not the grandson of the ex-owner of Datma colliery. In view of the facts that the concerned workman was the grandson of the owner of Datma colliery there is no wonder if he obtained an appointment letter in his name from the Agent of the owner.

It will appear from the facts of the case and also the evidence adduced on behalf of the parties that Kunwar Nageswar Pd. Singh was the leasee of 500 bighas of Datma colliery and that out of the said 500 bighas 200 bighas of the colliery land was under the charge of Shri J. K. Jaiswal Raising-cum-Selling contractor and the Receiver and the rest of the 300 bighas remained with the owner Kunwar Nageswar Pd. Singh leasee. MW-2 Madan Singh is working as L.D.C. in CCL. He had joined Datma colliery in 1971. He was appointed by Shri J. K. Jaiswal who was working the colliery since 1962-63. He has stated that no mining work was done at Datma colliery in 1971 to 1973 in the jungle area and that previously mining had been done at that area, and in 1968 mining operation of that area was stopped due to some accident in which two persons died. He has further stated that there was some quarrel between the Thikadar and the persons of the village to which the two persons who had died in the accident belonged and thereafter the contractor closed the mining operation and fled away. MW-1 Shri S. K. Sinha was the Manager of Datma colliery from February, 1973 to March, 1974. He has stated that Datma colliery was nationalised with effect from 7-11-73 and was taken over by Shri S. K. Singh, Custodian who was also sub-area Manager of West Bokaro Group of collieries. He has further stated that Kunwar Nageswar Pd. Singh was the leasee of Datma colliery but himself did not work the colliery and he had given sub-lease to Shri J. K. Jaiswal and Lal Balgopal Sahadeo. He has stated that Lal Balgopal did not work the mine and there was a dispute between Jaiswal and Lal Balgopal for 100 bighas of land and thereafter M. K. Rana was appointed Receiver for the said portion of Datma colliery. According to him Jaiswal worked his area of the colliery and the area of the colliery under the Receiver. MW-1 himself was appointed as a Manager of Datma Colliery by Jaiswal and the Receiver and he had handed over charge of the said portion of the Datma colliery to the custodian. He has further stated the Kunwar Nageswar Pd. Singh did not have any staff. He has also stated that there was no store in Datma colliery as Datma colliery was a quarry worked by manual labour. He has also stated that Kunwar Nageswar Pd. Singh was not the Agent of Datma colliery. In his cross-examination he has stated that 500 bighas of land leased to Kunwar Nageswar Pd. Singh out

of which 200 bighas were in possession of Shri Jaiswal. He has stated that he was the Manager of Jaiswal in respect of 200 bighas in which there were two quarries. He has stated that 3D quarry was in the other portion of 300 bighas of mines of Datma colliery and that an order under Section 22 of the Mines Act had been imposed in 3D quarry. He has also stated that the concerned workman was not working directly under the owner. Thus it will appear from the oral evidence of the management that the owners portion of Datma colliery having an area of 300 bighas was not being mined at the time when Datma colliery was taken over in November, 1973.

Ext. W-2 is a certified copy of FIR dated 12-2-69 which was lodged on the complaint of Regional Inspector of Mines (Joint Director of Mines Safety), Regional Inspection region district Hazaribagh. It will appear from this FIR that Kunwar Nageswar Pd. Singh had taken possession of the mine from 21-6-63 and started mining operation from the aforesaid colliery. It will also appear that the Regional Inspector of Mines, Ramgarh had by his order dated 21-2-59 had imposed an order under Section 22(3) of the Mines Act prohibiting the employment of any person in his part of the mines till the conditions laid down therein were fulfilled. But inspite of that the owner and his Agent did not close the mine and coal was being raised from the prohibited portion. It is further stated that the Manager left on 5-9-68 and thereafter with the help of the employees the owner and the Agent continued raising coal from the prohibited workings of Datma colliery. It is further stated that on 19-9-68 about 45 persons were employed in the Pinda Seam in contravention of the order of Section 22(3) and at about 9 A.M. when the workers were cutting coal from the stock of pillars a mass of stone fell from the roof causing death of two persons and serious injury to one. The concerned workman WW-1 has also stated that DGMS had imposed order under Section 22(3) of the I.D. Act prior to the accident. He has further stated that subsequently the said mine was worked. The case of the management is that imposition of Section 22 of the Mines Act had not been lifted. It is clear therefore that the DGMS had prohibited the Mining operation of the area of the owner under Section 22 of the Mines Act. There is no absolutely no evidence on record to show that the order under Section 22(3) of the Mines Act had been lifted and that the area of the owner was working after the accident which took place in September, 1968. Had there been mining in the portion of the owners mine, there should not have been evidence to show that the portion of the mines of the owner had been worked after 1969.

The Coal Mines (Nationalisation) Act, 1973 under Section 3 of the Act deals with the acquisition of right of owners in respect of coal mines. It provides that on the appointed day the right, title and interest of the owners in relation to coal mines specified in the schedule shall stand transfer to, and shall vest absolutely in, to the Central Government free from all incumbrances. The schedule in Sl. No. 296 shows that Datma mines which was under Shri M. K. Rana receiver was taken over and that the compensation of Rs 4,000 was to be paid to the Receiver. It is clear therefore that the portion of the Datma mine which was under the possession of Receiver was taken over at the first instance and it does not show that the owners portion of Datma colliery was taken over. In view of the above it is clear that the nationalisation was in respect of the portion of the mine under the Receiver and that the other portion of the owner which was not being mined, was not nationalised. MW-2 has stated that the portion of the owner's land was a jungle area and that appears to be the reason that the portion of the land in possession of the owner was not nationalised. It was in the year 1976 that the coal mines (Nationalisation) Amendment Act, 1976 came into operation by which all leases were cancelled and it was nationalised. It will also appear from Ext. W-23 dated 2-4-73 that Datma colliery belonging to the owner was not taken over and was still in possession of the owner and a request was made to the Custodian

todian that the owner may be directed to hand over the said portion. It is clear therefore that the owners portion of Datma colliery had not been taken over on the commencement of Coal Mines Nationalisation Act, 1973 and that the owners portion of the Datma colliery was not mined and it was taken over only after the passing of Coal Mines (Nationalisation) Amendment Act, 1976. Admittedly, there is no evidence to show that the portion of the mine of the owner of Datma colliery was being mined after the accident in 1969 or at the time of nationalisation in 1973 and as such it is quite apparent that the concerned workman was not working as a Store Keeper at the time the owners portion of Datma colliery was taken over and nationalised.

The concerned workman has referred to Ext. W-23 dated 2-4-73 which is a letter written by Kameswar Pd. Singh to the Custodian. The entire letter is typed and there is an insertion infer to show that a list of employees was also being sent along with the letter besides short story of the colliery. The enclosure of the short story of the colliery was from before in this letter but there is an insertion in hand about the filling of a list of employees of Datma colliery. It is very doubtful whether the said insertion "and the list of employees" was in the original letter sent to the custodian. It has not been established as to who had made this insertion and no reliance can be placed on this the said hand written insertion in the document without its original which was sent to the Custodian.

Section 14 of the Coal Mines (Nationalisation) Act gives right to an employee to claim employment if he was in employment immediately before the appointed date. The evidence discussed above shows that there is no material to show that the concerned workman was in employment at the time of nationalisation or that he was actually working under the owner of Datma colliery. The establishment of Datma coal mines belonging to the owner was closed as discussed above and as such the employment even if there was any under the owner had terminated.

The concerned workman claimed that he was a store keeper Ext. W-8 dated 26-12-73 shows the main work which were being done under the management of the owner. In none of those works shown it is stated that there was any store in respect of which there was the necessity of any store keeper. In fact, as early discussed there was actually no store of any importance so as to engage a store keeper and as such it appears that the concerned workman was not appointed as a store keeper. Ext. M-3 is a letter along with a list of workers of Datma colliery for whom employment was being pressed. This list was given by the union leader Shri Awadesh Kumar Singh but it does not contained the name of the concerned workman. If the concerned workman had been working in Datma colliery the union must have given his name to the management for his employment along with the list of the employees who were working in Datma colliery prior to the take over. The above facts will show that the concerned workman was not in the employment of the owners portion of Datma colliery at the time of its takeover. The concerned workman has filed Ext. W-3 dated 8-11-73. It shows that the sub-area Manager had written to the Receiver and also the owner of Datma colliery that some of the papers were not handed over when the possession of the colliery was taken by the custodian. Ext. W4 is said to be a letter in the writing of the Agent of Datma colliery dated 12-11-73 by which the papers of Datma colliery were handed over to the Custodian and that the same was taken over possession by the custodian. The management challenges the genuineness of this document, and it is said that the concerned workman has manufactured this document. There is no evidence to the effect that the original document was called for from the owner. The persons who have signed on this document have not come forward to prove its genuineness except the concerned workman who says that this was prepared in his writing and bears his signature. This has been filed on behalf of the concerned workman to show that all the papers including Bonus Register, Form B Register pay sheets etc. were handed over to the custodian and that the same would have shown that the concerned workman was an employee of the owner of Datma colliery at the time of take over. MW-1 who was admittedly working as a Manager of the

portion of Jaisel and Receiver at the time of take over has stated that Kameswar Nageswar Pd. Singh did not hand over any document to the custodian on 12-11-73. It has been submitted on behalf of the management that even if any document had been filed by the owner the same was not available after a period of about 12 years and that taking the advantage of the non-availability of those documents the concerned workman is claiming that he was an employee of the owners portion of Datma colliery. There is another document Ext. W-24 dated 21-4-82 which is a letter written by the Regional Commissioner Coal Mines Provident Fund to the Asst. Labour Commissioner (C), Hazaribagh regarding C.M.P.F. A/c. No. in respect of the concerned workman. It appears from this letter that as per records Account No. R/1/640-5 was allotted to the concerned workman who had qualified for membership of C.M.P.F. for the quarter ending December, 1972 but his name does not appear in I/V statement and as such he does not appear to have contributed to the P.F. after qualifying for membership. It is obvious that there is no contribution towards the C.M.P.F. on behalf of the concerned workman and as such mere allotment of number cannot show that he was actually working at the time of take over. Thus none of these documents are of such a nature to establish that the concerned workman was working in the owners portion of Datma colliery at the time of its take over.

It will appear from some of the documents filed on behalf of the concerned workman that there were persons working along with him in Datma colliery and they had also filed petitions for their employment. It is strange that neither the owner nor any of his employees or the persons who are stated by the concerned workman to have demanded their employment have come forward to say that the concerned workman was actually working in Datma colliery at the time of take over or that he had ever worked in the ownership portion of the colliery.

In view of the discussions made above I hold that the concerned workman was not an employee of owners portion of Datma colliery at the time of take over.

It has been submitted on behalf of the management that the present reference does not fall within the scope of Section 2A of the I.D. Act since it is not a case of discharge, dismissal, retrenchment or otherwise termination of services of any individual workman as envisaged in Section 2A of the I.D. Act. Section 2A provides to say that where any employment, discharges, dismisses, retrenches or otherwise terminates the services of an individual workman and there is dispute between the workman and his employer arising out of it shall be deemed to be an industrial dispute. As such in order to attract the provision of this section, there must be an action by the employer against the workman. But if the dispute is whether there was any relationship of employers and the workmen between them such dispute cannot be the subject matter of a reference under Section 2A of the I.D. Act. Admittedly the present management had not taken any action against the concerned workman. The present management denies any relationship between the concerned workman and the management and as such the submission made on behalf of the management appears to be sound. Similar point was decided in 1976 Lab IC 202 where it was held that in order to attract Section 2A of the I.D. Act there must be an action of employer against the workman. But if the dispute is whether there was any relationship of employer and workmen between them, such a dispute cannot be the subject matter of reference under Section 2A of the I.D. Act. In the above view of the matter the reference under Section 2A of the Act appears to be bad.

According to the concerned workman the owners portion of Datma colliery was taken over from 7-11-73. The present reference has been made on 27th July, 1984. It will appear therefore that this dispute has been referred after 11 years. The concerned workman filed some correspondence to show that he had entered into some correspondence with the different authorities including the Prime Minister of India for his employment and as such industrial dispute was raised earlier. The case of the management, on the other hand is that the concerned workman has stated the present industrial dispute when he learnt that the old documents were not

available and most of the employees who were working at the time of take over were not available. This much is clear that the present industrial dispute has been raised after a very long period and there is no justifiable reason for such a long delay in raising the present dispute. Such delay upsets already the settled matters and may lead to several litigation. In view of the above I hold that due to the delay the dispute has become stale.

In the result I hold that the action of the management of Datma colliery of M/s. C.C. Ltd. in refusing employment to the concerned workman Shri Shiv Kumar Singh from 7-11-73 is justified and consequently the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(348)/83-D.IIIA/D.IV(B)]

नई दिल्ली, 27 फरवरी, 1986

कां०आ० 1011:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व कथारा क्षेत्र मैसर्स सेंट्रल कोल्फील्ड लिमिटेड जिला गिरिडीह के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निश्चित औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 11-2-86 को प्राप्त हुआ था।

New Delhi, the 27th February, 1986

S.O. 1011.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kathara Area of M/s. Central Coalfields Limited, P.O. Kathara, District Giridih and their workmen, which was received by the Central Government on the 11th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 131 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Kathara Area of Central Coalfields Ltd., P.O. Kathara, District Giridih and their workmen.

APPEARANCES :

On behalf of the employers—Shri R. S. Murthy, Advocate.

On behalf of the workmen—Shri J. D. Lall, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 31st January, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24011(2)/85-D. IV(B) dated the 19th August, 1985.

SCHEDULE

“Whether the action of the management of Kathara Area of Central Coalfields Limited, P.O. Kathara District Giridih in denying promotion as store keeper to Shri Ramadhar Singh of Kathara Colliery of

Central Coalfields Limited, when he has been working as Assistant Store Keeper since 7th October, 1969 and when he is a Matriculate, is legal and justified? If not to what relief is the concerned workman entitled?

2. In this case the workmen filed their W. S. documents etc. Several adjournments were granted to the employers for filing W.S. documents etc. Ultimately on 9th December, 1985 both the parties appeared and filed a memorandum of settlement before me. I have gone through the terms of settlement which appear to be fair and proper and beneficial to both the parties. I accordingly accept the same and pass an Award in terms of the memorandum of settlement which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer
[No. L-24011/2/85-D.IV(B)]

R. K. GUPTA, Desk Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of reference No. 131 of 1985

PARTIES :

Employers in relation to the Management of Kathara Area of Central Coalfields Ltd. P.O. Kathara, District, Giridih.

AND

Their Workman

JOINT PETITION OF COMPROMISE OF EMPLOYERS & WORKMEN

The above mentioned employers and workmen most respectfully beg to submit as follows :—

- (1) That the employers and workmen have jointly negotiated the aforesaid matter with a view to coming to an amicable over all settlement of the matter.
- (2) That as a result of such negotiations, the parties have agreed to settle the matter amicably and on an overall basis of the following terms and conditions :—
 - (a) It is agreed that the employers shall promote the workman concerned. Sri Ramadhar Singh, Asstt. Store Keeper, to the post of Store Keeper w.e.f. 1st January, 1984 and he will be paid arrears accordingly.
 - (b) It is agreed that in addition to the benefit referred clause (a) above the employers shall allow the workman concerned, Sri Ramadhar Singh, Notional Seniority, in the post of Store Keeper without any monetary benefits whatsoever for the period from 1st January, 1980 to 31st December, 1983.
 - (c) It is agreed that this is an overall settlement/agreement in full and final settlement of all the claims of the workman concerned Sri Ramadhar Singh and the sponsoring Union arising out of this reference.

- (3) That the employers and the workmen consider that the above terms of agreement are fair, just and reasonable to both the parties.

In view of the foregoing agreement, the employers and workmen jointly pray that the Hon'ble Tribunal may be pleased to accept the joint compromise petition and give an award in terms thereof.

(G. K. Ganguly)
Zonal Secretary.
National Coal Organisation
(Government of India)
Employees Association
P.O. Kathara, District Giridih
for and on behalf of the
workmen.

(H. P. Sinha)
General Manager
Kathara Area
Central Coalfields Ltd.
for and on behalf of
employers.

WITNESSES :

1.
2.

(Raj. S. Murthy)
Advocate
for employers.

नई दिल्ली, 27 फरवरी, 1986

का. अ. 1012:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स इटालब (गोवा) प्रा. लि. और अन्य कम्पनियों के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, बम्बई के पञ्चाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-86 को प्राप्त हुआ था।

New Delhi the 27th February, 1986

S.O. 1012.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Bombay, as shown in the Annexure in the industrial dispute between the employers in relation to M/s. Itlab (Goa) Pvt. Ltd., and other companies and their workmen, which was received by the Central Government on the 12th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Dr. Justice R. D. Tulpule Esqr., Presiding Officer.
Reference No. CGIT-6 of 1985

PARTIES :

Employers in relation to M/s. Itlab (Goa) Pvt. Ltd.,

AND

Their workmen.

Reference No. CGIT-7 of 1985

Employers in relation to M/s. General Superintendence
Company (India) Pvt. Ltd., Goa.

1599 GI/85—9

AND

Their workmen.

Reference No. CGIT-8 of 1985

Employers in relation to M/s. Therapeutics Chemical
Research Corporation, Goa.

AND

Their workmen.

Reference No. CGIT-9 of 1985

Employers in relation to M/s. Itlab (Goa) Pvt. Ltd.,
Goa (2) M/s. Cargo Inspectors and Superintendence
Company Pvt. Ltd., Goa, (3) M/s. Mitra S. K.
Pvt. Ltd., Goa, (4) M/s. General Superintendence
Company (India) Pvt. Ltd., Goa (5) Superintendence
Company (India) Pvt. Ltd., Goa, (6) Therapeutics
Chemical Research Corporation, Goa (7)
Inspection and Testing Company (India) Pvt. Ltd.,
Goa.

AND

Their workmen.

Reference No. CGIT-10 of 1985

Employers in relation to M/s. Margao Inspectors and
Superintendence Company Pvt. Ltd., Goa.

AND

Their workmen.

APPEARANCES :

For the Management.—Mr. Rela, Advocate.

For the Workmen.—Mr. Kamath, Advocate and Mr.
Shetye, General Secretary for the Union.

INDUSTRY : Ports and Docks STATE : Union territory of Goa.

Bombay, the 6th day of November, 1985

AWARD

These are five reference which form a cognate group have been pending in Tribunal since the year 1979, arising from disputes raised in the year 1975, which have taken a long time to reach the present stage of making a final award, after considerable litigation. Four of these reference Nos. Ref. CGIT-2-1/75, Ref. CGIT-2-7/75, Ref. CGIT-2-12/71 and Ref. CGIT-2-3/75 23 were initially referred in the year 1975 to CGIT No. 2 and were later transferred to this Tribunal and came to be numbered as Ref. CGIT-19/78, Ref. CGIT-6/79, Ref. CGIT-8/79, Ref. CGIT-9/79 and Ref. CGIT-7/79. On a preliminary issue, an award was made in this case on the question of maintainability of references which went upto the Supreme Court and it was only thereafter and after the decision of the Supreme Court, that the reference could be taken up for hearing. It would be advisable and necessary to set out the numbers of the reference, companies involved and the terms of reference in each of the cases, in order to simplify the controversy and follow the discussion and issues arising therein.

2. Reference No. CGIT-19 of 1978 subsequently numbered as CGIT-9 of 1985 is with regard to seven companies, mostly operating at Marmugoa Port, namely, (1) M/s. Itlab (Goa) Pvt. Ltd., (2) M/s. Cargo Inspectors and Superintendence Co. Pvt. Ltd., (3) M/s. Mitra S. K. Pvt. Ltd., (4) M/s. General Superintendence Co. (P) Pvt. Ltd., (5) M/s. Superintendence Co. of India (P) Ltd., (6) M/s. General Superintendence Co. of India (P) Ltd., (7) M/s. Therapeutics Chemical Research Corporation and (8) M/s. Inspection of testing company limited. The term of the reference in this reference was whether the management of these companies were justified in not implementing the recommendations of the Wage Revision Committee recommendations of the Wage Revision Committee for Port and Dock Workers as modified by the settlement dated the 14th July, 1977 between the Government of India and the Federations of the Port and

Dock Workers in respect of the employees engaged by the aforesaid sampling companies." The reference also required that in case companies were not justified in not implementing the Wage Revision Committee's recommendations as modified by the settlement of 1977, "to what relief are the concerned workmen entitled."

3. Of these seven companies however only five viz. 1 to 4 and 6 remained in the field. The other two namely 5 and 7 have either since then closed down or not cared to appear or participate in the reference. Even in the petition filed in the High Court of Bombay (Goa bench) in the first five only were parties as also in the appeal to the Supreme Court.

4. It would be seen from the aforesaid terms of reference that this reference, and the question with regard to the main contesting companies in this matter, is with regard to the implementation of the recommendations of the Wage Revision Committee for Port and Dock Workers as modified by the settlement of 14th July, 1977. In other words, the question is whether the employees of these sampling companies were entitled to be paid the same wages as recommended by the Wage Revision Committee for the port and dock workers as modified by the settlement of 1977. The Wage Revision Committee was constituted in 1964 by notification in the Government of India Gazette dated 13th November, 1964. It submitted its report and gave its recommendations on 29th November 1969. For our purposes, we may treat the Wage Revision Committee's report as of the year 1969. Their modification came in 1977 while the other references were already made in 1975. This question, therefore of implementation and adoption of the Wage Revision Committee's recommendations as modified by the settlement to the employees of companies which carry on sampling work at the port of Marmugoa is the central and principal question in these references. This reference No. CGIT-19 of 1978 has been subsequently renumbered as CGIT-9 of 1985 after remand from the Supreme Court.

5. The next reference is CGIT-8 of 1979, subsequently renumbered as CGIT-7 of 1985. This and the other references relate to individual companies. This reference relates to M/s. General Superintendence Co. (India) Pvt. Ltd. CGIT-9 of 1979, renumbered as CGIT-8 of 1985 after remand from Supreme Court relates to M/s. Therapeutics Chemical Research Corporation. Similarly, CGIT-7 of 1979 renumbered as CGIT-10 of 1985 relates to M/s. Cargo Inspectors and Superintendence Co. Pvt. Ltd. and CGIT-6 of 1979, renumbered as CGIT-6 of 1985 relates M/s. Itlab (Goa) Pvt. Ltd.. It may be mentioned that by consent of the parties, evidence was recorded in reference No. CGIT-6 of 1979 (CGIT-6 of 1985) and it was considered as evidence in all the other cases. Though documentary evidence was produced by individual companies in their references, the entire matter has been considered together. Earlier also before remand evidence was recorded in the case of M/s. Itlab Limited only.

6. The terms of reference in each of these companies however, are not uniform. In General Superintendence Co. (I) Pvt. Ltd., the reference relates to the justification "in not granting to their sampling workmen the benefit of Interim Relief which is being paid to other Port and Dock workers, as per the agreement reached on 19-1-1975 between the three Federations of Port and Dock workers and Ministry of Shipping and Transport". It also referred another demand of the employees for adjudication, namely, payment of High Weightage Allowance and Washing Allowance at the same rates as payable and paid to the registered dock workers and increase in leave facilities. This reference, therefore by itself, it will be seen, does not require consideration of the implementation of the Wage Revision Committee recommendations as modified by the 1977 settlement but only with regard to the implementation of the Interim Relief settlement.

7. In the case of Cargo Inspectors and Superintendence Co. Pvt. Ltd., the terms of reference indicate four items for adjudication. They are (1) 40% increase in wages with effect from 1-1-1973, (2) Payment of Variable Dearness Allowance as per recommendations of the Wage Board for Port and Dock Workers, (3) Overtime allowance at double the rates and (4) House Rent Allowance at 10% of wages subject to a minimum of Rs. 20 p.m.

8. In the case of M/s. Therapeutics Chemical Research Corporation, Ref. No. CGIT-2/12 of 71 and Ref. No. CGIT-9 of 1979 and renumbered as No. 8 of 1985 the terms of reference refers for adjudication two main demands and some sub-demands. The two main demands are implementation of the final recommendations with regard to "wage structure, dearness allowance, house rent allowance and compensatory allowance of the Central Wage Board for Port and Dock Workers at Major Ports with effect from 1st January, 1969" as accepted by the Government of India in Resolution No. WB-21(7)/69 dated 28th March, 1970 and the other with regard to grant of dearness allowance and interim relief recommended by the Central Wage Board for Port and Dock Workers at Major Ports and as accepted by the Government of India in its resolutions of 27-4-1965 and 19-10-1968. It will thus be seen that the demand with regard to dearness allowance and interim relief relates to a period of Wage Revision Committee's Recommendations of 1969. The third set of demands which are referred for adjudication, of sampling workers, are (1) payment of overtime at double rate for work on port holidays and work on normal days, (2) Compensatory off for work on weekly holidays within a specified period and (3) 30 days privilege leave, 10 days casual and 7 days sick leave.

In the case of reference No. 6 of 1979 renumbered 6 of 1985 relating to Itlab (Goa) Pvt. Ltd., the reference order refers for adjudication, the question of implementation of the Wage Board for Port and Dock Workers recommendations of the year 1969, as accepted by the Government resolutions of 28-3-1979, and also two other subsidiary demands, one of overtime at double the rate and the other of continuing employment of first shift workmen, even in the second shift without reasonable interval and without payment of overtime wages.

10. It will be seen from the above terms of reference quoted in each of the separate references that the reference to Wage Board recommendations is not uniform in all these references. It sometimes, is referred to as Central Wage Board for Port and Dock Workers, without mentioning the year of its constitution or the year of its report, but referring to its acceptance by the Government of India by resolution dated 28th March 1970 and coming into force from the 1st of January, 1969. In another reference, it was simply referred to as recommendations of the "Wage Revision Committee for Port and Dock Workers" and not any Wage Board and without any reference to the year, but as modified by the settlement of 14th July, 1977. One other reference reads as non-payment of "Variable Dearness Allowance as per the recommendations of the Wage Board for Port and Dock Workers," without any year of such recommendations. In Reference No. 9 of 1979, the recommendations were referred to as "recommended by the Central Wage Board for Port and Dock Workers at Major Ports and as accepted by the Government of India in Resolution No. WB-21(14)/65 dated 27-4-1965 and WB-21(14)/66 dated the 19th October, 1968." In the same reference, also there is a reference to the recommendations of "Central Wage Board for Port and Dock Workers at Major Ports with effect from 1st January, 1969 as accepted by the Government of India in Resolution No. WB-21(7)/69 dated the 28th March, 1970".

11. Though that is so it is a common ground and accepted position between the parties that the Central and principal issue or question in this case which I have referred earlier and subject matter for adjudication in Reference No. 19 of 1978 referred only as Wage Revision Committee's report as modified by the settlement of 14th July, 1977, relates to nothing else than the recommendations of the Wage Board for Port and Dock Workers at Major Ports as constituted by notification of 13th November, 1964, which submitted its report in November, 1969. It was an accepted position and common ground between the parties and the references have been argued only on the question as to the application of the recommendations of the Wage Board as made in the year 1969, particularly with regard to the wage scales, as it was felt that other consequences of the Wage Board recommendations will automatically follow. The references are therefore proceeded with on the footing that the question to be considered is the application of the recommendations of the Wage Board whether in their entirety or to what extent and relating to which workmen of the sampling companies. The question to be considered is constructing of a wage

scale for the said employees as recommended or otherwise by the Central Wage Board in its 1969 recommendations. The other ancillary questions relating to overtime, entitlement to casual and other kinds of leave and grant of interim relief have been considered separately, though also in line with and in accordance with the 1969 recommendations. It may be stated incidentally, that there was not much controversy on the ancillary and subsidiary demands, firstly on account of a long lapse of time and secondly so far as overtime and leave matters are concerned, most of the companies in some measure or other have been granting them.

12. As I stated, the demands and the terms of the references cover and relates to a dispute which has been raised since a long time and the application of the recommendations to the workmen from the year 1969, if they are entitled to them. It took a very long time though the recommendations were made in the year 1969 and subsequent modifications thereof in 1977, for the reference to be made in this case. They were actually made in the years 1975 and 1979 only. They took a further long period of time to reach the present stage of making of an award and one of the main reasons therefor was a contention with regard to the maintainability of the references.

13. Two points were raised before this Tribunal in the earlier stages by way of preliminary objections as to which is the appropriate Government so as to be able to make a reference, directly and indirectly raising the question of maintainability of the reference and the jurisdiction of the court and secondly, the question whether the persons concerned were dock workers within the meaning of the term 'dock worker' as defined in the Dock Labour (Regulation of Employment) Act, 1948 hereinafter referred to as the Dock Workers Act.

14. Both these questions were decided in the affirmative by this Tribunal by its decision delivered on the 14th of July, 1980. It was held that the workmen were dock workers within the meaning of the definition under the Act and the Central Government was the appropriate Government to make the reference.

15. This award was however, challenged in a batch of writ petitions Nos. 97 to 100 of 1980 in the High Court Bombay and was decided by a judgement and order dated 19th of September, 1983. The petitioners in these petitions were M/s. General Superintendence Co. of India Ltd, M/s. Therapeutics Chemical Research Corporation, M/s. Itlab (Goa) Pvt. Ltd. and M/s. Cargo Inspectors and Superintendence Co. Pvt. Ltd. The High Court by its judgement reversed the judgement and findings of the Tribunal holding that the concerned workmen were not dock workers within the meaning of the term 'dock workers' under the Dock Workers (Regulation of Employment) Act and the Central Government, was, therefore also not an appropriate authority and the appropriate Government for the purposes of making reference and that it was the State Government of the Union territory of Goa which was the appropriate Government. This decision was challenged by the Goa Sampling Employees Association in an appeal before the Supreme Court in Civil Appeals No. 4905 to 4908 of 1984. The appeals were allowed and the judgement of the High Court set aside and the matter referred back to this Tribunal. It is however necessary to note and reproduce the observations of the Supreme Court while disposing off these appeals, as they have an impact on the questions at issue and which have to be decided by me.

16. The Supreme Court held that the reference was competent and that it was the Central Government which was the appropriate Government for the purposes of making the reference. That could not have by itself disposed of the question as to whether the reference was maintainable, but the Supreme Court did not think it necessary to go into the questions and deal with the findings and conclusions reached by the Tribunal in the affirmative and by the High Court in the negative on the question as to whether the workmen were dock-workers. It therefore disposed of the matter directing as follows. "It is however urged that this aspect (whether sampling workmen were dock workers) is likely to figure again before the Tribunal while examining the industrial dispute referred to it for adjudication on merits. In this situation the proper thing is to keep the contention between the parties open. The Tribunal will be at liberty to examine this contention whether iron ore samp-

lers are involved in any work connected with or relates to a major port or are dock workers. The Tribunal may come to its own decision uninfluenced by the view taken by the High Court and if the question does require examination the same will have to be examined over again."

17. The Supreme Court while remanding the matter also directed that it should be heard and disposed of within six months. The Supreme Court writ was received in this Tribunal in June, 1985. Thereafter notices were issued to the parties. There was some fresh evidence and protracted arguments on all the matters and issues including the question whether the workmen were "dock workers". It is now being decided finally and within the period stipulated by the Supreme Court.

18. It will thus be seen that the Supreme Court did not affirm the findings of the Tribunal that the Sampling workmen concerned in this reference, hereinafter referred to as sampling workmen were dock workers within the meaning of the Dock Workers Act as held by the Tribunal. It quashed and set aside the judgement of the High Court including its conclusions that the sampling workmen were not dock workers. It affirmed and upheld that part of the Tribunal's decision which held that the Central Government was the competent Government to make the reference under S. 19(1) of the Industrial Disputes Act and directed that if the question does require examination, the same will have to be examined over again. In this situation and state of affairs, the conclusion of the Tribunal at an earlier stage that the sampling workmen are dock workers could not be accepted and held as conclusive so as to preclude any fresh decision on the matter. The order of the Supreme Court directing re-examination of the question over again if required in the circumstances would only mean that if the parties so desire, and agitate the question will have to be gone into and could not be avoided on the ground or footing that it has been once held to be so by the Tribunal and that part of the order of the Tribunal has not been set aside by the Supreme Court. It is clear that the Supreme Court has neither set aside that order or finding, nor has it confirmed that finding and has left it to be examined once again if need be by the Tribunal. In other words, therefore, if the parties desire and seek adjudication on that question, that question will have to be adjudicated and dealt with. The parties in this case and particularly the companies contended in the light of the judgement of the High Court and the definition and the evidence that sampling workmen are not dock workers. They also urged that in view of the Supreme Court's decision, there is no conclusive or binding finding on the question precluding parties from re-agitating the question over again and the Tribunal will have to consider and decide the question afresh. I am inclined to think that the question as to whether the sampling workers are dock workers or otherwise, in the circumstances mentioned above will have to be decided and can not be taken as concluded between the parties or binding and not open for adjudication by the Tribunal. The question therefore will have to be examined afresh on the basis of the definition of the term 'dock worker' and the evidence adduced in the present case. It will also be necessary and useful to consider the observations both by the High Court and by the Tribunal in that behalf.

19. The term "dock worker" is defined in the Dock Workers (Regulation of Employment) Act, 1948, hereinafter referred to as Dock Workers Act, Section 2(b) as meaning "a person employed or to be employed in, or in the vicinity of, any port on work in connection with the loading, unloading movement or storage of cargoes or work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port". An analysis of the definition will show that the definition falls in two parts, one having reference to the place of work and the other with reference to the nature of the work. A person would be entitled to be called a 'dock worker' provided he is employed or is to be employed in any port or in the vicinity of any port.

20. The first qualification therefore, for a person to come within the definition of the term 'dock worker' depends upon his place of work. If he is working in the port or in the vicinity of a port, then alone, he will be entitled to be considered a 'dock worker'. In the present case, not all the sampling workmen, admittedly are working in the port. The various categories of sampling workmen, who are concerned in this reference are broadly, Sampling Boys or Sampl-

ing Mazdoors, Assistant Samplers, Samplers and Chemists (Junior or Senior), clerks, typists, stenographers and Peons. Of these admittedly, sampling boys or sampling mazdoors and assistant samplers or samplers work in ports. Clerks, typists and Peons, admittedly do not work in the port. Besides, Chemists Junior or Senior, though generally work in the laboratories, there was evidence to show that they are sometimes also required to work in the ports. As to where the laboratory or office of the sampling company is situated, there is no evidence except that they are situated at Madgaon, which is about 20 kms from the port area of the Madgaon Port. It was not, however, seriously contended that the place of work of the samplers or the laboratory people, namely chemists and the office people, namely, clerks, typists, stenographers and Peons do not come within the ambit of the word "vicinity". The word vicinity is not defined in the Act. It will therefore have to be given its natural dictionary meaning. The natural and grammatical meaning thereof would be 'in the neighbourhood' and near the port. As to what would be in the neighbourhood or near to the ports so as to come within the vicinity will have to be decided on the basis of the general connotation of the term and not in any precise, legal and arithmetical definition or terms. No parameters have been defined so as to exclude or include any particular area as being in the vicinity or outside a port. Broad natural meaning of the term therefore will have to be given. I hold and conclude that the laboratory workers and office workers working at Madgaon in these sampling companies also working in the vicinity of the port. That is also natural as what what they must do and are doing is connected with the work carried on in the port.

21. The other part of the definition which relates to the quality of work and nature of work required to be done by the concerned workmen relates to two kinds of work; one in connection with the cargo and the other in connection with the ship. All work, therefore, connected and in connection with loading or unloading or movement, including storage of cargoes by persons who are employed or to be employed in any port or in the vicinity of any port would make them eligible to be described as 'dock workers'. Similarly, if such persons were employed in any port or its vicinity in connection with any work of "preparation of ship or vessel" for "receipt or discharge of cargo" on arrival or "leaving the port", then also such a person would fall within the definition of the word 'dock worker'. So far as work in connection with the preparation of the ship is concerned, that has to be in connection with the receipt or discharge of cargoes and not any other work, say for example supplying drinking water to the ship. That will not come within the qualification preparation of the ship or vessel for receipt or discharge of cargo; though it might qualify for being included in the work in connection with "preparation of the ship for leaving the port". In other words, therefore, work with reference to a ship of receipt and discharge of cargo just as it will qualify for being considered as work of a dock worker, similarly work in connection with the preparation of the ship for its leaving the port will also qualify for being termed as work of a 'dock worker'. And persons doing that work either in the vicinity of the port or in the port would be entitled to be described as dock worker. As will be seen from the above, the nature and classification of the work is also of two kinds. In the present case, however, it is not possible to say that the work undertaken and carried out by the sampling workmen has any connection with "loading, unloading, movement or storage of cargoes." Their work will have, therefore, to be examined only on the touchstone of the remaining qualification or the other test being "in connection with the preparation of ships or other vessels for 'leaving the port'". It is also difficult in the present circumstances and state of evidence to hold or say that the work of the sampling workmen is "in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes". As a matter of fact, their work is mostly concerned with examining the onboard cargo."

22. The employers' contention in this behalf, which is more or less the same in all these cases is that the sampling employees are not dock workers, the reason being, according to it, that they are not concerned firstly with any work in connection with "loading, unloading, movement or storage of cargoes" of work in connection with preparation of ship or other vessels for "receipt or discharge of cargo" or "leaving the port". It is their further contention that it is not enough

for the person to be engaged in any port or in the vicinity of any port, but must be engaged in doing the kind of work related to above. They point out that the sampling workmen's work is merely of taking samples "for purposes of analysis from the port which is already loaded in the ships." The effect of taking such samples has nothing to do with the loading or unloading operations not in connection with the storage of cargo. They also point out that a ship can leave without the certificate of the inspecting agency and that the work of the inspection has no proximate connection with the loading or unloading operations. The ship leaves without the certificate and the issuance or non-issuance of such a certificate has nothing to do with the movement of cargo. According to these companies, even if the samplers go on strike, the work at the port will not in any way be affected.

23. It is also the contention of the companies that their work is not carried on at one place, but "at various places" and the workers "are not engaged" solely in the major ports in connection with the Sampling work in the dock. They have also relied upon the judgement of the High Court in the petitions referred to above earlier and relied upon the reasoning which prompted the High Court to come to the conclusion that the employees are not dock workers. The work of the sampling workmen they say, is not connected with the nature and work of a major port. It exhibits no proximate connection with any of the nature and class of work which is necessary to qualify a workman to be described as a dock worker, namely that it must be in connection with loading, unloading movement or storage of cargo or with the leaving of the ship.

24. During the course of the hearing of the reference, some evidence was also adduced to indicate that the work of sampling is done not on-board the ships, but also at the sheds and loading sites.

25. It is now necessary to consider the evidence in the light of the aforesaid analysis of the definition and the contention of the companies. I have already pointed out that evidence was recorded in the case of Itlab (Goa) Pvt. Ltd. only (reference No. 9 of 1979) which was formerly 2 of 1975 and the evidence was to be considered as evidence in all these cases. For the companies evidence was given by 2 witnesses, namely J. S. Gomes, who was an Accountant in Itlab and F. Robello, also working in Itlab as Managing Director. For the workmen evidence was given of 7 witnesses, namely, Shri A. Onkarappa, Secretary, Mormugao Dock Labour Board, E. Andrade, Chemist in Itlab, Lawrance Fernandes, Sampler in Itlab and four others. I shall firstly deal with the evidence of the employers' witnesses so far as is relevant for determination of the aforesaid question only. Gomes spoke of what categories of the workmen concerned are, namely, clerical staff, chemists, sampling boys and said that "all the above categories of employees work at Margao." So far as clerical and managerial staff is concerned, he says that they "always work at Margao and Sanvordem." The Chemists work at most of the times at Margao and Sanvordem at the Laboratory. Some of the Assistant Samplers work in the laboratory and others work at various places "where the Samples are sent for work. The sample boys work in the harbour." He also stated that in case of Chemists, Samplers and Assistant Samplers, "wherever they have to work on transhippers, we pay them an extra lunch allowance of Rs. 3 per day for all categories." It was admitted that all this activity of sampling was in connection with the export of mineral ore under the Export (Quality Control and Inspection) Act, 1963, and that "The Chemists work in the Laboratory occasionally they are sent out for work. Whenever we feel the shortage of Samplers we depute the Chemists to do that job. The Chemists are also supposed to go out for such work." He also referred to some documents Exhibits 3-5, which were produced and which are blank labels issued to Chemists and Samplers when they go to Mormugao for sampling work.

26. Rehelo, the Managing Director of the Company speaks of sampling requirements laid down by the Export (Quality Control and Inspection) Act, 1963, hereinafter referred to as Export Quality Control Act. According to him, 95% of the activity of Itlab is in connection with the export trade confined to iron ore and the balance 5% activity relates to oil cakes and other miscellaneous items. He also stated that the office and the laboratories are situated at Madgaon and the laboratory is at Sanvordem.

27. While the Madgaon laboratory is the main one, he says that in Sanvordem, they have only one permanent Chemist in charge of laboratory, while at another laboratory at Assonora, they have a permanent Chemist and one Assistant. That these members of the staff and workmen are required to go and work at other places is also depose to by Robello. He says "whenever we are asked to undertake the work outside Goa, we do so, but such instances are few. To do the sampling and analysis work outside Goa, we invariably sent out staff from Madgaon. To carry on our business activity we engage sample boys, Samplers, Chemists, Clerical and managerial staff." "Whenever the client ask us to depute for supervising and drawing of cargoes at Sanvordem and Assonora, we depute representatives from Madgaon. Depending upon our nature of work we depute samplers, chemists and assistants such staff is deputed from Vasco also. As regard the nature of work, he says that "The samples are drawn by sample boys under instruction of Sampler and Assistant Samplers. The information on the labels is written by Samplers or Assistants. The bags so packed with samples are sent to Crushing Shed situated in Harbour area." His further evidence is that "At the crushing shed the samples are processed..... by the Assistants or Samplers..... The samples that are crushed and processed are sent to the laboratory. At the laboratory the samples are prepared for analysis by the Assistant, Chemist and Samplers. After analysis work is done, the handwritten report is issued by the Chemist to the typist who types the same." It is thereafter, that he says that "under the signature of the Chemist and others the report is issued to the exporter concerned to E.I.C. and to the Assistant Collector of Custom." He makes it quite clear and admits that "Even now the Chemists go on board the vessel for sampling work." and that sample boys drawn samples "under the instructions of Samplers who work at the Mormugao harbour."

28. Now, we may consider the evidence of the workmen. The evidence of Onkarappa is not very useful. He had little knowledge about the actual work of the sampling workmen, though he is Secretary of the Mormugao Dock Labour Board. According to him, the sample boys, samplers and chemists doing sampling work of cargo meant for export are dock workers under the Dock Labour (Regulation of Employment) Act. In his cross-examination, however, he admitted that registered or listed workmen are dock workers and according to him, sampling workers should also be treated as dock workers as they are included in the Vizag Scheme, and admitted that if they are not dock workers, they would not be included in the Schedule to the Scheme. Presumably, they are not shown in the Visakhapatnam Scheme as dock workers and hence apparently, the question was put. However, I have not been pointed out the schedule of the Visakhapatnam scheme of Dock Labour Board. In any event that would not be determinant of the question. He expressed his ignorance about the nature of the work of the concerned workmen.

29. The evidence of Andrade to some extent is material. He has been working as a Chemist with Italab since 1957, and is therefore, sufficiently well-versed and knowledgeable as regards the work and its nature. He says "Samplers and Assistant Samplers also do sampling work. The sample boys work under the direction of Chemists, Samplers and Asstt. Samplers." He also stated that when the chemists "are assigned any work at Mormugao Harbour, we report ourselves at the Harbour directly." He also admits that he has to attend "at other places to do sampling work of ore meant for export" and that "for months together I may be at Harbour." He was cross-examined for management at length. He stated that it was he who gave "instructions to the Sample boys to collect samples." That samples chosen by himself "must be picked up by the Sample boys." The work of the sample boys, he says is to pick up the particular sample. The samplers fill the forms and give directions to the sample boys to pick up the samples which work they do on board the ships.

30. The samples are then carried to the crushing shed where the work is mostly done by the sample boys. According to him the sampling may involve even sometimes "total rejection of a particular type of ore if it is found to be contaminated." His claim further was that he has stopped loading when contaminated ore was found on about two occasions, but was not aware of "any other circumstances which empowers a sampler to stop further loading." He explained that by directing stoppage of loading what he meant was to request the Shippers representative to stop further

loading and stated that he did not know if "even in the absence of Sampler in such circumstances the loading operation go on."

31. Witness Fernandez has been working as Sampler for the company for a number of years. He has given further evidence with regard to the work of picking and processing of samples and how the samples are divided into separate lots. According to him, the sampler can also give directions to take samples and according to him in his presence "the sample boys do the work of reducing the samples and mixing them. The lumpy Ore is sent to the crushing shed on the shore after the samples are drawn. The work of carrying the samples from the ship to the Shore is done by the sample boys. The Sampler also prepares the report regarding approximate weight of the cargo loaded and the weight of the sample drawn and submits it to his office." These are his duties onboard the ship. He also says that "samplers can be asked to work at loading points at the river jetties, and Railway Plots. The management of any of the four companies involved in these references may call upon their samplers to work at Jetty Reddy and Karwar Coasts."

32. Bamdekar was a Sample Boy who is at the lowest of the categories of these workmen. He clearly says that he has to work on board the ship and only at the Mormugao harbour. That he collects samples according to the instructions of the samplers, who then labels the samples by means of tags. It is in his cross-examination that it has appeared that a strike was called in the year 1964-65 by the sampler unions led by one Deshpande and that "even during the period (of) the sampling boys strike the loading operation went on in the Mormugao Harbour." This sentence in the evidence of Bamdekar has been considered as indicating that the work of sample boys can not withhold the operations of loading and unloading.

33. One D'Souza Senior Foreman in the Port of Mormaugao also examined. It seems to me that his evidence is exaggerated and should not therefore be considered as in any way material. He is in no way concerned with the sampling workman and he is not aware of the work which they do. Prompted, however, by the fraternity of the working class, he has probably made a tall claim as to his own powers and the manner in which the samplers and the Chemists can affect the work of loading.

34. Evidence was also given on behalf of the workmen by Docks Manager, Vincent Carvalho. He however, did not appear to have subsequently presented himself for cross-examination and his evidence otherwise also does not appear to be very material.

35. The other evidence upon which reliance was placed and was referred to earlier is the evidence of Purushottam, Assistant Divisional Manager, at the Mormugao Port, of the Minerals and Metals Trading Corporation, which is the largest exporting firm from the Mormugao Port, exporting mineral ore. In his cross-examination, he stated that "drawing of samples continues till the vessel is fully loaded." That report of the analysis is received within about 24 hours after loading is completed, and that the "vessel does not wait for the receipt of the final analysis report." His evidence is that according to his experience, analysis certificate is received usually after the vessel has left the port. He also stated in his cross-examination that "a vessel with export cargo of iron ore can leave the port of Mormugao before the final certificate of analysis is received.....".

36. It appears that the analysis certificate is a document absolutely necessary, as I shall presently point out, for the shipping bills and for receiving money from the exporter's bank. In his re-examination however, Purshottam stated that "unless the inspection of Cargo is completed by the sampling Agency, Vessel will not be allowed to sail. Through (Though) the actual report of other agency may be received later." This part of the evidence of witness Purshottam has not, if I may say so with respect, received due consideration on the earlier occasions. Considerable emphasis on the other hand was laid on the having of final certificate of analysis by the ship before it leaves, so as to disconnect the work of the sampling with the leaving of the shore by the ship or preparation for the leaving of the ship. Purshottam also stated that a complete cargo inspection will involve "drawing of

sample on board the Vessel crushing the same in the crushing shed, analysis in the laboratory and also presentation of the final certificate in form similar to Ex. 5 to Ex. 8." It is significant and material to observe that this has occurred in the cross-examination of witness, Purshottam.

37. Before proceeding further, it would be useful to look into the provisions of the Export Quality Control Act 1963. The provisions of the Export Quality Control Act contemplate the setting up of Export Inspection Council, which council is admittedly established. It can also issue instructions and by 8.6 proviso the Central Government, after consulting the Council for the development of export trade prescribe and notify commodities which shall be subject to quality control or inspection or both prior to exports. By Sub-section (d) the Central Government can "prohibit the export in the course of international trade of a notified commodity unless it is accompanied by a certificate issued under Section 7 that the commodity satisfies the conditions relating to quality control and inspection....". The word inspection has also been defined by the Act and meant in S.2(c) "the process of determining whether a batch of goods in that commodity complies with the standard specifications applicable to it or any other specifications stipulated in the export contract generally by inspecting either the whole batch or a selected sample or samples which purport to represent the whole batch". Now it is admitted and common ground that iron ore is a notified commodity which under the Act, therefore, can be exported only after the quality control or inspection work is done as required by the council. As a matter of fact, it is this commodity, which is the main source of income to these companies. The process of inspection therefore would mean and require finding out whether a particular quantity of ore intended for export satisfies standards and specifications prescribed by the council. S.6, as I pointed out, prescribes that such inspection and quality control is necessary prior to export, and the export of such commodity unless accompanied by a certificate issued under S.7 is prohibited. In other words, therefore, under the Export Quality Control Act, the Central Government has the power to prescribe commodities which shall be subject to quality control or inspection or both before they are exported and to prohibit their export unless the export is accompanied by a certificate issued under S.7 that it satisfies the quality control or inspection requirements prescribed. Inspection means determination of the commodity as to its complying or satisfying or meeting the requirements or standard specifications prescribed under the rules of the Act.

38. S.7 then prescribes a mode or procedure for issuance of the certificate and approval and recognition of agencies for purposes of that work. Sampling companies in this case are such recognised agencies under S.7. Such agencies are entitled, upon application or request to them, for certifying the compliance of the standard specifications or inspection requirements of the commodity, examine it for the purpose of finding out their suitability or satisfactory nature "either at the time of export or earlier in such testing houses or by such surveyors or samplers as are approved by the Central Government in this behalf and may charge such fees as may be prescribed for the purpose of such examination." It, upon examination the agency is satisfied that the commodity satisfies the standard specifications, then it may issue a certificate for the commodity so satisfying the requirements. Subsections 4 and 5 of S.7 prescribe for other procedure, with which we are not conformed. A combined reading of Sections 6 and 7 as also a reference to the definition of the word 'inspection' in S.2(c) will go to show that notified commodities shall satisfy the quality control requirements or standards of inspection prior to export. That export of such commodities is prohibited in the course of international trade unless "it is accompanied by a certificate issued under Section 7 that the commodity satisfies the conditions relating to quality control or inspection..." In other words, therefore, export of notified cargo requiring its inspection or satisfaction of specified standards for quality control cannot be made unless the commodity to be exported or cargo is accompanied by a certificate issued by the agency authorised under S.7. The provisions of these sections and the Act have unfortunately not been given due weight when the matter came to be decided in this Tribunal and in the High Court. The judgments have largely proceeded on the question of the technical requirements of the certificate being carried on board before a ship leaves a port and whether that would have any effect on the question whether the work carried out by

the sampling workmen has any relevance or reference to the "preparation of ship for leaving the port." The export inspection council has issued instructions which are to be followed admittedly by the recognised inspecting companies. These instructions are at Ex. S-3. These instructions were issued under S.7 of the Export Quality Control Act, for exercise of pre-shipment inspection. It is not necessary to refer to all these instructions and it would be sufficient to refer to only some contained in some of the paragraphs. Paragraph 7 deals with the preparation of samples, how they are to be prepared and their reduction of size, division thereof, packing them, testing of two of the samples and retaining two in the laboratory under safe custody for a period of six months. The samples have to be retained obviously for future use and reference in case of disputes or difficulties. Registers and records of inspection have also to be maintained as specified in paragraphs 8 and the various sub-paragraphs thereunder. Paragraph 8 relates to certificate of inspection and says that the certificate of inspection has to be issued "to the exporter as early as possible, but not later than 10 days from the completion of the inspection at the last port of loading." It will thus be seen that taking of samples and preparing samples for analysis in laboratory tests is in any event necessary before a cargo can be certified for export as satisfying or as could have satisfied the quality control Prescribed under the Export Quality Control Act.

39. In respect of Group-I minerals, and iron ore is one of them, there is a further requirement required of the inspecting agency which has to send first two copies of the certificate of inspection to the exporter, third copy to the local customs authority and the fourth copy to the export inspection council. Unfortunately, there is no evidence in this case as to whether this customs copy of the inspection report is necessary before a shipping bill is passed by the customs after the port charges are recovered when the ship is allowed to sail. The instructions however, which are required to be followed by a recognised agency under S.7 of the Act prescribe the procedure for taking samples and their processing before inspection and insists on issuance of the certificate of compliance. The entire process therefore from the time of taking samples to the treatment of samples, their processing and subsequent analysis and issuing of a report of compliance is a process and procedure required to be followed according to the instructions and is a part of the procedure prescribed under the Export Quality Control Act without the certificate of which cargo is not allowed to be exported.

40. I have already referred to the work done by the concerned workman, particularly sample boys or sample mazdoors Samplers and the Assistant Samplers and the Chemists. Apart from the work which they do both at the port in the harbour and also away from the harbour, but in its vicinity in the laboratories, is a process and a continuous process which begins with the determination of the sample area and ends with the issuance of a certificate after the analysis of the sample. All the intervening stages namely, of drawing samples, packing them, labelling them, crushing them and dividing them and thereafter subjecting them to laboratory analysis and tests is a part of the entire process required to be carried out under the Export Quality Control Act in terms of the instructions issued thereunder. It is required for the purposes of issuance of certificate under S.7 of the Export Quality Control Act, which is made a condition precedent for export and the entire process is necessary and compulsory before a notified commodity can be exported.

41. As I pointed out these provisions were not considered and their effect not taken into account and due weight not given to them while dealing with this question though the learned Tribunal held and observed that the entire process was a continuous process right from the selection of the sample area to the issuance of the certificate it observed in paragraph 40 that "carrying the certificate with them is thus of secondary importance for the ships but having the certificate for the cargo which is carried, that is subjecting the cargo for certification is an important pre-requisite before the cargo can be considered due for shipment." He described the entire process and work as "one unit" with the ultimate aim to determine the standard of export ore and said that without that "the vessel or ship interested in carrying it outside cannot leave the port." He says "the whole work is done in one link starting from taking the samples from the cargo about to be loaded ending with giving the certificate

when alone the vessels can be said to be ready to leave the port." However, in paragraph 45, the Tribunal stated that "Chemists in the laboratory, the Samplers drawing the sample in the Port, the Sample boys assisting them, persons doing the work of numbering the samples, nothing the quantity, taking the name of the vessel or writing the name of the party are doing acts ultimately connected with giving the certificate for exporting the ore. The certificate is a sine qua non for the ship to leave the Port..... Unless these instructions are followed and unless there is a record maintained in that behalf no cargo is allowed to be exported." All this was considered as an important "pre-requisite for the ship to leave the harbour and hence the activity establishes a genuine connection with the Port activity." He concluded, therefore that the work done was "concerning the Port." It is true that this finding was recorded in connection with the question whether the reference was maintainable and whether the work in connection with a major port so that the Central Government can be a competent Government for making the reference.

42. The High Court in its judgement in paragraph 9 stated that "it has been mentioned, and in our opinion correctly, that the ships can leave the port without taking the certificate in hand. Carrying of the certificates with them by the ships was thus of secondary importance for the ships. This is the finding of the Tribunal in paragraph 40 of its order through in a later paragraph, probably inadvertently, the Tribunal has mentioned that the certificate is a sine qua non for ship to leave the port." The High Court also noted and observed that "Nowhere in the evidence has it been mentioned that these workmen do any work connected with the port as such."

43. Considering the provisions of the Act, the Court also stated further that the provisions of the Act will not show "that the persons who are engaged in inspection or in taking the samples of an export commodity have anything to do with the port or with the port work. If the ore sampling workmen are thus not concerned with the port, one does not see how an industrial dispute in which they are involved can be held to be concerned with the major port." It observed that mere circumstance "that the ships are anchored at the port and the cargo, inspected and sampled, is located on the ships do not make the work of the workman in this case to be connected with or to have relation with the port itself." There was, therefore, according to it no "nexus between the work done by the sampling workman and the major port. Indeed there is no connection even with the Physical export of the merchandise. The inspection and sampling work is for the purpose of ensuring that the goods of proper quality are exported."

44. It has become necessary to examine these two judgements on this aspect of the matter to this extent on account of the heavy reliance placed by the companies upon the judgement of the High Court and similar reliance placed for the workmen on the judgement of the Tribunal, and the directions of the Supreme Court to examine the question once again if it needs to be. It would not be prudent and appropriate to say which of the conclusions and findings is right or otherwise. Nevertheless, it is necessary and is called for in the present case to point out what appears to be the correct situation and position and whether and how it becomes necessary that a finding reached or expressed does not really follow and should be expressed in another form. It is no doubt true that there is some conflict in the observations of the Tribunal in paragraphs 40 and 45, of the judgement of the Tribunal, when it says that "carrying the certificate with them (meaning thereby the ships) is thus of secondary importance for the ships" and the observation that "the certificate is a sine qua non for the ship to leave the port." I am not inclined to think that the said observation is inadvertent or shows a conflict of findings. I have already pointed out that the Tribunal considered the sampling work as a continuous process in which various acts are but links culminating in the issuance of certificate. The certificate is really the result of the work done, noted and recorded in prescribed documents. What is requisite and important and materials necessary before the notified ore can be exported is work of sampling, and unless this is done it is quite clear that there can not be any export of cargo. It is possible and there is evidence of Purshottam to the effect, that ships do not wait for the receipt of the final inspection report for leaving the port, but he is equally

quite clear in saying that the "the vessel will not be allowed to sail" unless the inspection of cargo is completed by the sampling agency. In other words, therefore, in the case of notified ore, inspection work and work carried out by the sampling agency for the purposes of issuing a certificate of compliance is necessary before export of that cargo and therefore, before the ship can leave the port. It is, therefore, undoubtedly, work in connection with the "preparation of a ship for leaving the port." The learned Tribunal did record a finding to that effect in its judgement in paragraph 40 when it said that "operation (sampling) is in connection with the preparation of ships or vessels for leaving the port." Its inference however in paragraph 45 therefrom that "on the scrutiny of the activities, I am inclined to hold that the work done is concerning the Port" may be difficult to accept, though as I have pointed out, the work is undoubtedly in connection with the certification of a notified cargo meant for export and thus authorising a ship to leave with that cargo without which the Export Quality Control Act prohibits the cargo from leaving, which would make it work in connection with the preparation of the ship for leaving the port. It is difficult to consider or call it as work "concerning a port." Both in the High Court as well as in the Tribunal apparently, the emphasis was laid more on the aspect of the work being connected with the port, than with the cargo intended for export without due certification of which and without its sampling and carrying out of the entire process of analysis, the cargo could not be certified as fit for export, thereby preventing a ship with cargo intended for export sailing and leaving the port. It will thus be seen that the work of the sampling workmen is principally and only in connection with notified export cargo with which a ship is loaded and can not undertake its journey unless that cargo is certified to be in accordance with the standards or complying with the specifications. That is a work, therefore, in connection with the preparation of the ship for leaving the port with the export cargo, though it may not be any work connected with a port.

45. I may also refer to the provisions of the S. 6 and in particular, sub-section (d) thereof once again. Though it is true that Purshottam in his evidence has stated that ships leave the port without waiting for the report of the final analysis in view of the provisions, it would be wrong to say that they can do so. There is a distinction undoubtedly between what is done and what is laid down to be done and what must be done. S. 6 sub-section (d) of the Export Control Act prohibits exporting or permitting export of cargo, unless the cargo "is accompanied by a certificate issued under S. 7 that the commodity satisfies the conditions relating to quality control or inspection....." The certificate under S. 7 can only be issued after the entire process and procedure for drawing sample, making their record, analysing and issuing of a certificate is completed. Though, in practice, this may not be done, as Purshottam says, the requirement of the law is that there shall not be export unless the cargo is accompanied by the certificate. It is possible however to draw a distinction between the physical accompaniment of the certificate with the cargo and the cargo having been found to be fit for export and complying with the standards and specifications required. The ship is allowed to sail and the certificate reaches the port of disembarkation of the cargo before the ship does so. The object of the section is not insist, and the emphasis is not on physical accompaniment of the certificate, but of the necessity of having a certificate. There may therefore, be a distinction between which it is not necessary to consider in the present case of having a certificate and the cargo being accompanied by the certificate. Having the certificate may be necessary and will be considered, if an occasion comes particularly for considering if the provisions of the Export Quality Control Act are infringed, as sufficient compliance and no penal consequences are involved if a certificate is had, though it is not carried along with the cargo. The compliance however with the sampling requirements and standard is a must without which the cargo can not leave. The certificate is merely a record of the fact that the cargo complies with the specified standards. A ship therefore can not leave the port unless the export intended cargo satisfies and is found to have satisfied after an analysis, the standards and requirements prescribed though a record of that finding may not accompany the cargo itself. Therefore, there would be a substantial com-

pliance where the sampling is done and the analysis discloses a compliance with the standards and specifications, though literal compliance may not be there, if the certificate is not taken along with the cargo. Though therefore, the possession of the certificate along with the cargo is not a *sine-qua-non*, the subjecting of the cargo to the inspection and analysis and the result complying with the standards prescribed is a *sine-qua-non* for the cargo and the ship carrying the export intended cargo for leaving the port.

46. In this view of the matter, it is quite clear that the work, which is carried on by the sampling workmen, particularly in the case of iron ore intended for export, is a work connected with the preparation of the ship loaded with export cargo for leaving the port. Though, therefore, it may not be possible to say that this work is in connection with the port, it is undoubtedly work in connection with "preparation of the ship for leaving the port" which would qualify such workmen to be considered as "dock workers". There is not much serious controversy as to the place of work of these workmen. Admittedly, the work commences in the port and may end outside the port, but undoubtedly in its vicinity. The sampling workmen, therefore, on a proper analysis of the evidence and consideration of the various provisions to which I have made a reference must be held to be dock workers within the definition of the word "dock worker" in the Dock Workers (Regulation of Employment) Act, 1948.

47. The conclusion and finding that the sampling workmen are dock workers, does not, as it was at one time felt by the union to be the end of the controversy. It would not follow merely on the finding that the sampling workmen are dock workers that the wage board recommendations will become applicable and will have to be straight way applied. In this connection, the employers raised a two fold contention. They firstly contended that the wage board recommendations do not cover or relate and consider the sampling workmen as dock workers. The recommendations do not have any categories and do not prescribe any wage scales for categories of workmen which are to be found among sampling workmen. In the circumstances wage scales will have to be devised for them. The second contention and which was also a corollary and accessory to the first contention was that the wage board recommendations are incapable of being applied straight way as the employers have also not been taken into the fold of recommendations of the wage board. What the wage board recommends is in the nature of fair wage after considering the employers' for whom the recommendations were specifically designed. These recommendations have been made after taking into account the financial capacity of the employers and the burden which the recommendations would cast upon them. As the wage board found on an overall view of the matter that the recommendations it may make with regard to wage scales are possible and comparable considering the financial capacity of the employers, these wage scales were prescribed and recommended only for those employers. Any consideration of the wage scales therefore and any formulae or any structuring of wage scales for the categories of workmen employed by the sampling companies will involve application of principles of industry-cum-region, as also examination of the financial capacity of the employers. The contention of the management of the companies therefore was that their financial capacity is limited. If a wage structure in line with the recommendations of the wage board were to be devised that would impose a crushing burden upon the companies, both accumulated as well as current. The wage board recommendations were to come into force in the year 1969. Even if these were to be considered from the year 1975, when the reference came to be made to this Tribunal, during the last ten years, these wages have grown considerably and will impose a very heavy burden upon the companies, which they cannot take. The only alternative with the companies will be to close down. In this context, it was pointed out that the sampling companies do a particular kind of trade and render a special service. They exist on account of the Export Quality Control Act. They can not charge fees more than which is prescribed. The scale of fees is revised only on the recommendations of the Export Inspection Council, and is done by the Government of India after many years. During the last ten years period covered by the reference, the earlier scale of fees was prescribed by

the Government firstly in the year 1975 and secondly in the year 1983. The bulk of the work at the Mormugao Port consists of sampling of iron ore. That is the main source of income of the sampling companies. Though over the years, the quantum of export of iron ore from the Mormugao Port has been rising and is continuously growing, there is much less flexibility and elasticity in the income of the companies. They have no other source of income, except the sampling fees, which comes mainly from the export of iron ore. In the circumstances, while considering the financial capacity of the companies, this material factor has to be borne in mind.

48. On the other hand, the union seems to think that once it is held that the sampling workmen are dock workers, they are straight way entitled to the pay scales which are prevailing and available for dock workers in the Mormugao Port. That these scales will have to be paid by the companies right from the beginning and there is no question of considering financial capacity. It was also their case that what is recommended by the Wage Board and accepted by the Government and subsequently improved upon by settlements between the unions and the ports is in the nature of minimum wage. That is therefore, payable irrespective of the financial capacity of the companies. The companies have a definite source of income and if they manage their finances and house economically and in a business-like manner, and properly and honestly, then the companies would be in a position to pay decent and reasonable salaries to these workmen. The companies according to the Union were making decent profit and income, which they seem to be siphoning off in an untrue, uneconomic and imprudent manner not warranted by ordinary business trading and practices. The capacities of the companies, it was urged should not be determined on the basis of the net profits which the companies have been showing, but on the basis of the tonnage exported and the fees which they are legitimately and legally entitled to charge for sampling of that tonnage of ore. That it was contended is the income of the companies and is sufficient to bear a reasonable burden of proper wages to these workmen suffering for a very long time. Since the references are pending from the year 1975, and it is the employer companies which are responsible for protracting the hearing of these references, there is no question of any retrospective effect or retrospective liability. Any award can only be in the circumstances, according to the union prospective and from the year, 1975, namely the time the references were made.

49. A brief reference to the contentions of the parties in this behalf would not be out of place. The union has pointed out that the wages and service conditions of dock workers engaged by port authorities as well as by the Dock Labour Board have been revised on a number of occasions. That both these sets of employees enjoy a dearness allowance which is linked to the Cost of Living Index. The Consumer Price Index is rising since 1969 considerably and the linkage which was earlier prescribed was also being revised recently for purposes of dearness allowance with the CPI. The companies employees at the Mormugao Port do not enjoy these benefits, so that their real wages have been continuously eroding. There is a growing and continuously increasing disparity between their wages and the wages of other workmen working in the Mormugao Port, though both are dock workers. The principle of equal pay for equal work, prevailing of justice and fair play and ensuring peaceful conditions of work in industries dictates and requires that as far as possible, the workmen working at the same place in a similar kind of work should get the same wage. What the sampling companies' employees are getting is most unfair to them and they are getting a considerably less wage than other dock workers.

50. On the other hand, the employers say that conditions of service and other benefits have been revised from time to time of the sampling employees, though recommendations of the Central Wage for Port and Dock Workers have not been implemented as they could not be implemented, the workmen not being dock workers according to the employers. Whenever possible, they have increased the fringe benefits and other allowances payable to the employees for improving the wages of the workmen. It is contended that workmen

of other employers engaged in other activities should not have been and ought not to be considered and can not be considered. Only wages prevailing in the sampling industry which is a service industry and wages in these companies alone can and should be considered. The Wage Board recommendations are merely recommendatory and can not be straight way applied. The recommendations also do not embrace and cover these workmen categories. The sampling companies have to work in a rigid income frame, and they can only recover such fees as are prescribed. They were originally 16 paise till the year 1975, which was then raised to 20 paise and later to 34 paise per tonne. These are inadequate and insufficient even for the maintenance and continuation of the business of the companies. The companies also have a grievance that the work available for sampling at the Mormugao Port is less, while they have more number of workmen. There are eight sampling companies now which compete for the total work available inspite of the reduced quantum of work. The employers have not reduced the employment despite this competition. All this should be taken into account according to the companies while making the award.

51. I will firstly go to the Wage Board recommendations and the various matters which have been brought up in connection with these recommendations. The Wage Board was constituted by a resolution in the Ministry of Labour & Employment No. WB-21(4)64 dated 13th November, 1964. The Board was constituted of members who were independent, employers' representatives and workmen representatives presided over by an independent chairman. The terms of reference within which the Wage Board was to make its recommendations are material for our purposes and only those which are relevant can be reproduced.

52. The Board was first called upon to determine the "categories of employees (manual, clerical, supervisory, etc.) who should be brought within the scope of the proposed wage fixation". The word 'employees' was further clarified to mean as excluding officers, class-I, Class-II and including employees of the major port authorities, dock workers as defined in the Dock Workers (Regulation of Employment) Act, 1948. Employees engaged by the Dock Labour Board and employees engaged by the listed employers. The Board was also required to design "a wage structure based on the principles of fair wages as set forth in the Report of the Committee on Fair Wages". In addition, it was required to take into account certain factors amongst which one was "need for uniformity in the rates of emoluments and benefits of employees doing similar jobs at various major ports" and "the effect of the wage structure so evolved on the cost of port services." As the wage structure was to be designed on the basis of the principles of Fair Wage Committee's Report, it would be convenient to refer to these also. Those principles incorporated in Fair Wage Committee's report which were considered as guidance to the Board amongst others say that "a minimum wage must provide not merely for the bare sustenance of life but for the preservation of efficiency of the worker. For this purpose the minimum wage must also provide for some measure of education, medical requirements and amenities....". It said further that "The attainment of the living wage, is therefore, our objective too but nevertheless it is the duty of this Committee to examine how far present day circumstances permit us to approach the living wage and how a wage that might be considered fair could be fixed having regard to the many limitations that prevent the immediate attainment of the objective....". While the lower limit of the fair wage must obviously be the minimum wage the upper limit is equally set by what may broadly be called the capacity of the industry to pay. This will depend not only on the present economic position of the industry but on its future prospects." In this connection it was pointed out that the relevant criteria would be "the capacity of a particular industry in a specified region and as far as possible the same wages should be prescribed for all units of that industry in the region." The Wage Boards were also required to consider the capacity of the industry to pay which was recommended by the Committee on fair wages and wage scales fixed which would not be "very much out of line with wages in other industries in the region." The Wage Board also made interim relief recommendations as the "first interim relief" and "second interim relief" which are

set out in the annexures to the report at Annexures 4 and 5. In the view which however, I am inclined to take of the matter, I do not think, though one of the terms of the reference deals with the question of interim relief, that those recommendations need or should be considered, and I am therefore not referring to these interim relief recommendations. The Wage Board, while making its recommendations also considered, and as the terms of the reference required it to consider categories of employees who can be brought within the recommendations. It considered this question in Chapter 4 and classified the workmen into two classes of workman with one sub-class. The first was classified as Port Labour and Port Workers and the second as Stevedore Labour, in which a sub-class of listed workers was made. It also considered the paying capacity of the employers in Chapter 5 broadly, and closely considered the finances of the ports. The number of categories of the employees and the wage structure devised for them by the Wage Board is to be found in Chapters 6 and 7 thereof. It also dealt with the question of wages, minimum wages as well as benefits and other kinds of wage, such as subsistence wage in Chapter 7, paragraphs 19 and 129 to 35. It would not be necessary however, to go into that discussion in any detail and it would be only sufficient to indicate that these matters were considered by the Wage Board. The other chapters deal with allowances, such as dearness allowance, house rent allowance, etc. It may be stated however that the Wage Board recommendations inclusive of wage structure or wage scales and considered other allowances as well as benefits, like dearness allowance, compensatory allowance, house rent allowance, medical benefits, special allowances and so on. In the view which I have taken and considering that at the present juncture and circumstances fixation of any wage scales or interim relief has to take into account and consider neutralisation in the cost of living index and therefore fixing the dearness allowance, I have in this award considered the question of pay scales as a composite item, namely, scales of pay and dearness allowance, leaving the question of other allowance to be considered where specifically referred. Besides during the course of the years some of the companies have made some gestures in the matter and the workmen will obviously continue to receive them. They have however entered in the totality of considerations. Besides the wage board recommendations do not cover all the categories of workmen but only sample boy or sample mazdoor. The claim of House rent as such specifically is a term of reference in only one of the cases Reference No. CGIT-7/79 (CGIT-2/3/1975) renumbered as CGIT-10/1985. However, the circumstances that the Wage Board recommendations are composite one will have to be borne in mind.

53. Some of the relevant material appearing in the Wage Board's report and which is of relevance and significance in the present case, I may now refer to and extract. In paragraph 3.74, the Board has noted that "Mormugao is mainly an export port," and that its export traffic is steadily increasing and out of the total exports handled, a very large portion is of iron ore and other ores. The port works round the clock in shift. I have already considered the definition of the expression 'dock worker' and held that in the present case the sampling workmen will have to be considered as dock workers. That part of the question appearing in the report has therefore been left out. The report also, however, noted that excepting the lowest paid employees, there have been different pay scales prevailing in different ports for their employees. There was no uniformity. For the port workers, minimum wages under the Minimum Wages Act, 1943 were fixed by notifications from time to time. This does not however contain any reference to the minimum wages fixed by the Mormugao Port. The statutory notified minimum wages fixed there under lastly were fixed in the year 1961 for the ports of Bombay, Calcutta and Madras for Clerks, Typists and Stenographers at Rs. 60, Rs. 60 and Rs. 200 respectively. This is at the start in their respective scales.

54. As I pointed out, in Chapter 4 the report deals with the port labour and stevedore labour as well as listed workers. The sampling employees are neither the employees of the port nor are they engaged by stevedores, but by private

companies doing sampling work in the port area. Wage scales for such a class of workmen, excepting in the case of stevedores and listed workers of other employers were not considered by the Wage Board in its report. In Chapter 4, para. 2.65, the report dealt with the subject of directly employed stevedore workers. The nomenclatures which were prevailing amongst these workmen and the kind of work which they were doing at the various ports was also given in the report in para. 4.2.71. We have such listed workers of the stevedores working at the Mormugao Port. The categories which are mentioned in the table thereunder do not contain any of the categories with which we are concerned in the present case. As I shall however later on point out, they appear at another place. The report also considered iron ore handling workers. But they should not be mistaken with sampling workmen. These workmen actually handle iron ore. Nevertheless, the samplers appear in the table, at para. 4.2.81. Their wage scales which were prevailing then as found by the Wage Board were Rs. 70-85 and Rs. 70-100. Inclusive of dearness allowance, the report says that their wages come to Rs. 124.40 to Rs. 143 p.m. In other words in about the year 1969 or prior to 1969, the Samplers who were considered as port workers in the category of iron ore handling workmen were in the enjoyment and receipt of a total wage between Rs. 124 and Rs. 145 at the Mormugao Port. We have a category of samplers in the present case.

55. I have already pointed out that the report considered the paying capacity of the employers in Chapter 5 paragraph 1. It emphasised the necessity to consider the paying capacity and expressed that while determining the wage structure "we have also to see whether that wage is feasible in the circumstances of the industry. This leads to the consideration of the question of paying capacity." And again "capacity of the industry can not, therefore, be ignored when a wage which is higher than the subsistence wage namely the minimum wage of the Fair Wages Committee's concept or the need-based wage, is under consideration. The minimum wage we have recommended for the port and dock workers is not a subsistence wage." In other words, the wages recommended by the Wage Board are not the bare minimum wage or otherwise called as subsistence wage, which must be paid by all in an industry, but a fair minimum wage which is above the level of subsistence but is not a need-based wage. The Board defined its approach towards the problem and expressed it saying that it decided "to first devise a wage structure for the workers of the port authorities keeping in view the ability of the port authorities to bear the expenses, to see how far such wage structure could be applied, with necessary changes to suit the conditions of the various types of employment that are being conducted in the port areas and the ability of the respective employers to pay those wages." It pointed out that the wages to be fixed for the employees of the port authorities should be "within the capacity of the other major employers in the ports." It therefore, considered the finances of the ports, but did not consider and apparently was not able to consider the finances of other major employers. The point to be noted is that these wage recommendations of wage fixation or wage pattern and the pattern of allowances devised and recommended by the Board have been made taking an overall view of the paying capacity of the employer, including private employers who count for major employees in the port as well as port authorities themselves. The major port employers apart from the port authorities are obviously stevedores.

56. In Chapter 6, the Board considered the categories of employees, which it was considering for purposes of the

recommendations. In para 6.9, we have a classification of listed employees covered by the Board as persons who are to be brought within the scope of the proposed wage fixation. The list of this group at item (ix)(g) indicates Ore sampling workers employed in the port area. It will thus be seen that Ore sampling workers have not been totally left out of consideration in the wage board recommendations as was contended at a stage of the reference by the employers. In the written statement, the employers have stated that the wage board was considering only those categories "which are traditionally to be traced in the port area alone.....". Apparently it was thought and apparently, it was also pressed before me that the Wage Board did not recommend any wages for sampling workmen. That is not wholly correct. This position and the circumstance that the Board considered even sampling workmen can also be further seen, if we refer to its recommendations at page 162 relating to iron ore listed or unlisted workers. These are unanimous recommendations. In the table at item 7 are Ore sample mazdoor (boys) at ports of Mormugao and Visakhapatnam and the new scales prescribed for them by the Wage Board were Rs. 110-130. Similarly, wage scales of clerical and supervisory staff are to be found in sub-para. 5 at item 2, only so far as Junior Clerks are concerned. It will thus be seen and it is quite clear that except for recommending wage scales of Ore Sample Mazdoors and Junior Clerks, the lowest categories in the two sections of workmen in the sampling companies, no other category or class of staff was considered by the Wage Board in its report and recommendations.

57. Before parting with the Wage Board Report, it would be useful to find out the basis of the recommendations of the Wage Board. Among the employees covered by its recommendations, it is said in para 7.1-2 that apart from the port workers, that is the employees of the ports, others known as dock workers constitute "the stevedore workers and those engaged in handling foodgrains, fertilizers and other bulk commodities like ores, sulphur, sugar, etc...". It then gave a list and observed that the list is not exhaustive. It may be mentioned that the list does not contain sampling workmen. The reason may be that the sampling workmen do not handle ore as such, though they deal with it. The Board's approach to the question of minimum wage however, may be seen once again. That is to be found in paragraphs 7.1.29 to 7.1.45. It pointed out that the terms of the reference required it to evolve "a wage structure based on the principles of fair wages as set forth in the Report of the Fair Wages Committee." It defined what is a fair wage and stated it by saying that the "lower limit of fair wage is the minimum wage and the upper limit of it is set by the capacity of the industry to pay." However, it pointed out that "it is now generally accepted that the minimum wage of the Fair Wages Committee is the lower limit of the fair wage Committee's concept and that it is synonymous with the need-based wage which has been defined in the Need-based Wage Resolution in concrete terms." It then stated that it did not adopt the terms "Need-based Wage" or "Fair Wage", but wanted to devise a minimum wages "which could be considered suitable in the circumstances of the port and dock industry in the sense that while the workers get an increase in their wages, it should not impose a heavy burden upon the industry." It then pointed out that it "considered this question from various points of view", including, as I have already pointed out, the financial capacity of the ports and major employers in the port.

58. Two decisions were relied upon to contend and point out that the recommendations of the Wage Board are not ipso-facto applicable and that those recommendations, must of necessity consider the paying capacity of the industry to pay. Whereas it may be that where the Board considers the capacity of the industry to pay and that consideration is fair, the recommendations of the Board may be accepted and made applicable, the same would not be the position where the Wage Board has not considered the capacity of that particular industry to pay. It was also urged that where a Wage Board recommending wage scales in a particular class of activity, if there are more than one industries situated and concerned, and engaged in that activity, then, a fair cross section of the industry must also be considered before prescribing and devising wage scales for workmen in such industry. It was urged that in the present case, Wage Board considered the financial capacity of the ports and the capacity of the stevedore who employed large numbers of employees and are usually concerned with handling of cargo. Sampling workmen, like the employees of the sampling companies and the financial limitations of such companies has not engaged the attention of the Wage Board. What may, therefore, be applicable and given on a consideration of the financial capacity of such large employers like the port authorities and stevedores would not be applicable and proper in case of small organisations like sampling agencies. In that sense it was said the sampling workmen are not dock workers and/or workmen connected with the port activity.

59. The first case upon which reliance placed is the decision of the Supreme Court in *Express Newspapers (Private) Limited, and another Vs. Union of India and others* (1961-I-LJ p. 339). Apart from the consideration which the Wage Board must employ while devising the wage structures in an industry and recommending them, the decision in question states as to what is the minimum wage and what is a subsistence wage. The Court held and which has since been adopted and followed that "There is also a distinction between a bare subsistence or minimum wage and a statutory wage. The former is a wage which would be sufficient to cover the bare physical needs of a worker and his family, that is, a rate which has got to be paid to the worker irrespective of the capacity of the industry to pay. If an industry is unable to pay to its workmen at least a bare minimum wage it has no right to exist."

60. On the basis of this decision and what the Wage Board considered it was urged that what the Wage Board recommend in this case is not the subsistence wage, but a fair minimum wage and above, which would be consistent and commensurate with the financial capacity, which was found to be existing in the ports and in the major employers of large employees working in the port, like stevedores. It was also pointed out that "whereas the bare minimum or subsistence wage would have to be fixed irrespective of the capacity of the industry to pay, the minimum wage thus contemplated postulates the capacity of the industry to pay and no fixation of wages which ignores this essential factor of the capacity of the industry to pay could ever be supported." Of the principles of fixation of the rates of wages which was evolved in that case to state briefly were—(1) In "fixation of scales of wages also the capacity of the industry to pay is one of the essential circumstances to be taken into consideration except in cases of bare subsistence or minimum wage where the employer is bound to pay the same irrespective of such capacity;" (2) "that the capacity of the industry to pay is to be considered on an industry-cum-region basis after taking a fair cross-section of the industry," and (3) the factors which should be taken into account in considering the capacity of the industry to pay. It was therefore, pointed out that the Wage Board in this case recommended not the bare subsistence wage, but something above and a minimum wage in the light of the financial capacity of the industry which it examined to pay.

61. This decision it was pointed out, was relied upon and followed subsequently in the case of *Shri Bajrang Jute Mills Ltd. Vs. Employers of Shri Bajrang Jute Mills Ltd.* (1970-II-LJ p. 6). A factor which may be noted in the second case related to what is a representative cross-section. There the Wage Board constituted for recommending wages in the jute industry had selected from

each region a representative cross-section of 20 mills from West Bengal and clubbed them with nine mills from the rest of the regions, where only a few mills situated at scattered places were operating. These 29 mills were considered as representative cross-section. This it was held was not correct. There, it was also held and felt that wages in textile industry in West Bengal are comparable to the jute industry. In fixing scales uniformly, the Boards have to keep in mind, it observed "Wage Board instead of laying down uniform scales for the entire industry, irrespective of where its several units were situated and of the different conditions prevailing in various areas, had considered the units in each area separately and determined the wage-scales for each such area by taking from the area a representative cross-section of the industry where possible or where that was not possible by taking comparable units from other industries within that area, thus following the principle of industry-cum-region." It was therefore contended that the financial capacity of these companies have to be taken into account and considered. Any direction with regard to the wage scales in these companies for sampling workmen should be made only after taking into account their financial capacity and the burden of any new wage structure which would cast upon the company and whether they would be in a position to bear that burden. This undoubtedly needs examination of the profit and loss accounts and balance sheets produced by the companies and considering the other criteria and material which is available about finding out what is the financial position of this industries.

62. It may mentioned that sampling companies business or activity is a service industry. In Goa, generally where these sampling companies are operating, almost all the companies which are in the field are parties to this reference. At one stage, it appeared that there were about eight companies operating, seven of which were parties to this reference No. 19 of 1978. As a matter of fact, only five companies have participated and appeared and contested this reference. One of the companies, namely General Superintendence Co. of India Pvt. Ltd. has not chosen to appear and contest after notices were issued to it. I am informed that the company has closed and is no more functioning. In other words, almost all the companies in this industry are before me so far as Marmugao is concerned. There is therefore, no question of taking a cross-section of the industry as almost the entire industry is represented.

63. There is one more factor/parameter within which the finances of the companies have to be considered. I have already pointed out and that is the picture which emerges and on which there is no dispute between the parties, that iron ore represents 95 per cent of the sampling work carried out by these companies. I have already pointed out that standards and requirements as well as inspection and satisfaction of standards and compliance therewith is prescribed and has to be certified. Fees thereof have also been fixed. In other words, therefore, the income of the companies is controlled by the rates of inspection and sampling fixed by the Central Government multiplied by the iron ore export tonnage going out of the port of Goa. The two figures, therefore, namely, the sampling fee which can be charged and the revenue which would be derived from carrying out sampling work in respect of the export tonnage of iron ore from Goa are available. It is also true that the trend of the export trade of iron ore from Goa is going up and up. The rates of inspection and sampling fees have no doubt been revised, but after long intervals. I have to consider therefore, what was the position in the year 1975 and what was the position in 1984 as 1985 figures are not readily available.

64. Almost all the companies have supplied figures of the tonnage which they handled between the years 1974 and 1985. The prevailing rates chargeable for sampling in accordance with the Export Control Act have also been brought on record for that period (Ex. M-2 pages 2 and 3). It will be seen that with effect from 5th August, 1975, the sampling fees for iron ore were raised to 20 paise per ton. In the year, 1983, according to the notification, the sampling rates were revised. Sampling fees for lumps were fixed at 34 paise per ton and for fines at 31 paise per ton. Besides rates were also prescribed for other kinds of analysis

and examination, such as chemical analysis at Rs. 80 per sample and moisture determination at Rs. 25 per shipment below 50,000 tonnes and Rs. 50 per shipment above 50,000 tonnes. The previous notification did not provide for any separate charge for chemical analysis for moisture determination and probably left them to the parties concerned. It will however, be seen that the principal income derived by the sampling companies is from the sampling of iron ore, the rate for which was fixed at 20-paise per ton from 1975 and 0.31 paise per ton for mines and 0.34 paise per ton for

lumps, from 1983. For the purposes of considering the financial position of companies, I have taken three years for calculation and appraisal. They are 1975, 1980 and 1984. The companies have also filed a statement showing the liability which they will have to incur and the amounts which that will have to be paid to the workmen in case the Wage Board recommendations were adopted for each year. A tabulated statement for the year 1975 to 1984 of these companies is given below:—

TABLE I
STATEMENT OF BURDEN THAT THE COMPANIES ARE REQUIRED TO TAKE

COIT-6/85				COIT-7/85		
ITALAB (GQA) PVT. LTD.				SCS INDIA PRIVATE LIMITED		
Year	W.B. WRC etc.	Wages paid excl'd. Allow.	Diff.	S.W. WRC etc.	Wages paid excl'd. Allow.	Diff.
March 1975	5,24,347.30	3,48,396.00	1,75,951.30	2,28,187.20	1,23,935.82	1,04,251.38
1976	6,30,576.00	3,72,876.00	2,57,640.00	2,69,463.80	1,34,907.60	1,25,556.20
1977	6,28,446.90	4,37,496.00	1,90,950.00	2,66,088.10	1,42,263.87	1,23,804.23
1978	7,48,313.40	4,27,980.00	3,20,330.40	2,94,878.70	1,42,153.34	1,52,725.36
1979	7,59,792.70	4,48,609.80	3,02,182.90	3,11,715.30	1,47,571.20	1,64,144.10
1980	7,55,164.27	4,07,937.72	3,47,226.65	3,42,941.40	2,19,151.00	1,23,796.40
1981	8,92,791.60	4,12,272.00	4,80,519.60	4,38,109.10	2,25,948.98	2,12,159.12
1982	9,24,876.60	4,46,493.00	4,78,383.50	6,86,130.00	3,02,348.06	1,83,782.00
1983	9,72,399.00	4,87,299.00	4,85,100.00	5,31,268.70	3,52,829.74	1,78,438.06
1984	1,32,493.00	5,00,743.00	6,31,750.10	6,20,176.27	3,60,635.40	2,77,540.87
Dec. 1984	10,19,356.90	4,45,740.30	5,73,616.60	5,59,718.11	3,68,047.82	1,90,670.29

CGIT-8/85			CGIT-9/85			CGIT-10/85		
THERAPEUTIC CHEMICAL RESEARCH CORPN.			MITRA S.K. PRIVATE LTD.			CARGO INSPECTORS & SUPDIT. PVT. LIMITED.		
W.S. WRC etc.	Wages paid excl'd. allow.	Diff.	W.S. WRC etc.	Wages paid	Diff.	W.B. WRC etc.	Wages paid	Diff.
72,287.10	32,900.00	39,387.10	49,913.70	12,084.00	37,829.70	1,42,920.00	48,592.00	94,328.00
72,954.00	23,530.00	49,424.00	54,958.01	14,468.00	42,490.01	1,66,010.90	56,778.00	1,09,232.90
72,908.70	28,584.00	44,324.70	62,523.30	14,196.00	48,327.30	1,39,924.80	58,870.30	81,054.50
81,376.20	30,158.00	51,218.20	72,150.70	26,196.00	45,954.70	1,67,276.80	55,044.50	1,12,232.30
82,707.90	31,278.00	51,429.90	91,150.80	30,708.00	60,442.80	1,74,592.20	56,407.00	1,18,185.20
92,942.40	33,300.00	59,642.40	99,768.20	31,380.00	68,388.20	1,86,379.20	53,627.60	1,32,751.60
1,12,172.70	35,292.00	76,880.70	1,07,739.00	30,300.00	77,439.00	1,66,763.20	70,311.32	96,450.88
1,22,876.10	47,328.00	75,548.10	1,17,915.00	33,264.00	84,651.00	1,84,984.50	78,649.00	1,06,335.50
1,19,755.20	58,260.00	61,495.20	1,31,180.50	29,808.20	83,372.00	1,96,339.40	83,676.00	1,12,663.40
1,43,138.88	55,080.00	88,058.88	1,34,570.37	30,516.00	1,04,054.37	2,14,471.73	79,662.50	1,34,809.23
1,29,356.64	63,120.00	66,236.64	1,22,854.86	32,940.00	89,914.86	1,88,540.74	58,799.00	1,29,741.74

65. As it was not clear from the above statement as to on what basis the burden was calculated and in view of the fact that the Wage Board recommendations, except for prescribing a scale for samplers, has not prescribed any other scale, the employers were called upon to state on what hypothetical basis and on the basis of what scales of wages, they had calculated the burden. That statement was supplied on behalf of the employers on 6th November, 1985. It goes to say that the scale of wages adopted by the companies are:—(1) sampling boys and sampling assistant is Rs. 100-2-130, for (2) Assistant Sampler Rs. 160-5-190-8-270-10-340, for (3) Samplers Rs. 180-5-190-6-10-370, and for (4) Chemists Rs. 220-10-300-15-375-20-475-25-675. On the basis of these scales also, it was stated, which statement has been recorded, that in accordance with the recommendations of the Wage Board, D.A. was also calculated and included in the burden figures. As to what these scales are equivalent with in the Wage Board recommendations has not been clarified by the employers. They appear to be equivalent to the scales of Supervisor and Assistant

Foreman in the case of Asstt. Samplers and Samplers (See Table on page 162), while with regard to the Chemists, the beginning of the scale is equivalent to the Chief Clerks (p. 163), while its maximum is more. It would be seen from Wage Board recommendations (p. 215) that the scale recommended for Sample Mazdoors at Marmugao Port is Rs. 110-130, while the employers have taken only at Rs. 100-2-130. These other categories, namely, Assistant Samplers, Samplers and Chemists, of the workmen, have not been actually dealt with specifically by the Wage Board in its recommendations.

66. The Wage Board recommendations with regard to the scales for clerical staff are to be found in the Board's recommendations at page 137 onwards in Chapter 7. For Class-IV employees, the minimum of the scale is between Rs. 100 and Rs. 115, while for Class-III employees that is, for clerical cadre, designated as LDCs, UDCs, Senior Clerks, Accountants, Senior Accountants, etc., the recommendations were to upgrade the scales as under:—

	Existing/original	New scale upgraded scale
LDCs	110-4-150-EB-4-170-5-180 EB-5-200.	150-4-170-5-195-EB-6-225-7-281.
UDCs	150-5-160 8-200-EB-8-280-10-300.	170-5-190 8-270-10 500-EB-10-330-12-366.
Stenclerks	210 10-290 15-320-EB-15 380.	250-10 160-15-375 20-415-EB-20-475.
Head Assistants (1)	270-15-420.	310-15-370-20-450-11-20-550.
Head, (2)	325-15-475	
Clarks.		
Asstt. supdts		
Office supdt	435-20-575.	475-25-650.

67. The Board also recommended a separate scale for Stenographers. The lowest of the scales proposed was Rs. 170-366 from Rs. 150-300. While there were three other higher scales, also proposed at Mormugao Port. Three distinct scales of Rs. 250-380, Rs. 270-390 and Rs. 210-380 were proposed to be lifted to a Common Scale of Rs. 290-475.

68. As regards non-clerical cadres, other than the port workmen and particularly registered and listed workers recommendations are to be found at page 162. There, the lowest scale recommended is for the Ore Sample Mazdoors (Boys) equivalent to Assistant Samplers in the Sampling companies, which is Rs. 110-2-130. The highest category of employees recommended in that table is of Maistries/rindals/sirdar and Serangs. As was urged and as I pointed out, the other categories of workmen obtained in the sampling companies like Samplers, Chemists (Junior and Senior) are not to be found considered by the Board and no scales have been recommended for them. Obviously, they were not considered. There are also no parallel scales for other employees, with whom these persons can be equated, except as has been done by the companies to Supervisors and to the scale of a Chief Clerk or Foreman to that of a Chemist. While it may be appropriate to consider the work of a Sampler as in the nature of the work of a Supervisor, I do not think that one can equate the work of a Chemist to that of a Foreman or a Chief Clerk. Nevertheless, it is obvious that a differential has to be maintained commensurate with the increased skill, knowledge, efficiency and responsibility cast upon that category of workmen and provide higher pay

scales to them. In that view, four scales automatically suggest themselves. At the lowest rung of the ladder would be the Sampler Mazdoors or Assistant Samplers or Sample Boys, Samplers, Chemists (Junior) and Chemists (Senior).

69. It would be necessary however, first to consider the financial position of these sampling companies, if the Wage Board recommendations are to be considered for purposes of application to the employees of these companies. I have already dealt with that aspect of the matter and pointed out that what the Wage Board recommended even as regards minimum wages was not a subsistence wage or the bare minimum wage, but a fair minimum wage. That aspect has been sufficiently indicated earlier and involves the consideration of the paying capacity of the employer. No statutory minimum wage has been notified or prescribed by the Goa Union Territory Administration for these sampling employees. Some minimum wage notifications have been filed by the employer companies, which have been notified from time to time by the administration of the Union Territory of Goa. But they relate to different employments. They would not be of use and I shall have occasion to refer to them only when we consider the scales which should be awarded to the sampling workmen. While doing so, it would also have to be borne in mind that while there is statutory minimum wage which has to be paid in the notified industry, there is no such obligation to do so in other industries.

70. The first thing which has to be noted and which I have already emphasised is that the sampling companies have a fixed source of income. That source of income is the sampling fees, which they are statutorily entitled to charge. It has come in the evidence that the sampling companies are also paying a rebate to the customers. One of the companies, M/s. Mitra S. K. (P) Ltd. has not been paying any rebate. Other companies, it appears, are paying rebate at different rates, but it appears that they are now paying a uniform rebate of 0.5 paise per ton. In considering the financial capacity, however, no allowance need be made for such payment of rebate. The companies have filed their profit and loss accounts and balance sheets for almost all the years in question whenever they are available and to the extent they were available. The tonnage handled by them is also available on record. A table showing for ready reference incomes of these companies on the basis of the statutory sampling charges, the tonnage handled by them and the actual income disclosed by them, showing the variation is given below :—

TABLE II

Name of the Co.	Year	Tonnage handled	Scheduled rate	Scheduled income	Actual income	Variance	Percentage
1	2	3	4	5	6	7	8
M/s. Itlab Pvt. Ltd.	1975	63,45,446	00—20	12,69,089.20	—	—	—
	1976	67,70,312	-do-	13,54,062.40	—	—	—
	1977	62,79,688	-do-	12,55,977.60	13,48,272.11	92,294.51	7.34
	1978	46,97,094	-do-	9,39,418.86	11,70,369.32	2,30,950.52	24.58
	1979	72,67,108	-do-	14,53,421.60	11,77,387.99	2,76,033.61	18.99
	1980	69,84,525	-do-	13,96,905.00	15,01,833.32	11,84,928.32	7.90
	1981	63,41,299	-do-	12,68,259.80	15,76,925.06	3,88,665.26	34.33
	1982	97,75,601	-do-	19,55,120.20	20,06,058.30	50,938.10	2.60
	1983	71,07,360	-do-	14,21,472.60	19,31,908.11	5,10,435.51	35.90
	1984	75,14,740	00-31	23,29,569.40	21,48,381.85	1,81,187.55	7.77
M/s. S.G.S. India Pvt. Ltd., Vasco	1975	27,73,952	00-20	5,54,799.40	5,13,021.98	58,231.58	18.49
	1976	30,41,593	00-20	6,08,318.60	7,67,576.01	1,58,257.41	26.17
	1977	30,70,937	-do-	6,14,187.40	8,34,844.13	2,20,656.73	35.92
	1978	22,43,651	-do-	4,48,731.80	7,31,968.43	2,83,236.53	63.11
	1979	27,15,652	-do-	5,43,130.40	10,65,552.28	5,22,421.88	96.18
	1980	35,91,955	-do-	7,18,391.00	11,95,250.92	4,76,859.92	66.31
	1981	27,40,291	-do-	5,48,058.20	9,56,739.46	4,08,681.24	74.56
	1982	26,86,539	-do-	5,37,307.80	9,81,184.61	4,43,876.81	82.61
	1983	28,74,932	-do-	5,74,986.40	10,56,938.27	4,81,951.97	83.81
	1984	28,66,543	00-31	8,08,629.88	—	—	—

1	2	3	4	5	6	7	8
M/s. Therapeutics Chemical Research Corporation.	1975 1976 1977 1978 1979 1980 1981 1982 1983 1984	2,28,238 3,07,266 2,51,204 69,007 3,02,032 5,45,400 3,10,943 3,78,221 1,89,774 6,26,314	00-20 -do- -do- -do- -do- 00-20 -do- -do- -do- 00-31	45,647.60 61,453.20 50,240.80 13,801.40 60,406.40 1,09,080.00 62,188.60 75,644.20 37,954.80 1,94,157.34	46,690.28 97,950.62 1,42,111.45 30,548.69 1,06,144.80 1,38,585.36 1,01,484.82 1,53,946.89 1,37,917.53 3,17,267.52	1,042.68 36,497.42 91,870.65 16,747.29 45,738.40 29,505.36 39,296.22 78,302.69 99,962.73 1,23,110.18	2.28 59.39 182.86 121.34 75.71 27.04 63.18 103.51 263.37 63.40
M/s. Mitra S.K.P. Ltd.	1975 1976 1977 1978 1979 1980 1981 1982 1983 1984	4,39,594.330 3,09,735.060 3,25,457.860 5,72,482.620 8,77,387.900 9,10,985.400 7,24,518.200 6,98,647.00 8,07,659.200 6,74,194.470	00-20 -do- -do- -do- -do- -do- -do- -do- -do- 00-31	87,918.87 61,947.01 65,891.57 1,14,496.52 1,75,477.58 1,82,197.08 1,44,903.64 1,39,729.40 1,61,531.84 2,09,000.28	1,75,131.48 1,90,855.12 2,34,455.82 1,77,719.28 1,92,030.29 3,02,552.02 4,61,175.05 4,77,773.02 2,93,614.50 2,44,237.58	87,212.61 1,28,908.11 1,69,364.25 63,222.76 16,552.71 1,20,354.94 3,16,271.41 3,38,043.62 1,32,082.66 35,237.30	99.19 196.79 260.19 55.21 9.43 66.05 210.26 241.92 81.76 16.85
M/s. Cargo Inspectors & Superintendence Pvt. Ltd.	1975 1976 1977 1978 1979 1980 1981 1982 1983 1984	10,97,124.00 11,49,718.00 9,47,182.00 10,94,551.00 12,38,812.00 14,81,788.00 7,43,387.00 3,61,829.00 5,05,838.00 5,04,961.00	00-20 -do- -do- -do- -do- -do- -do- -do- -do- 00-31	2,29,428.80 2,29,943.60 1,89,436.40 2,18,910.20 2,47,762.40 2,96,357.60 1,48,677.40 72,365.80 1,01,167.60 1,56,537.91	7,85,259.02 8,69,692.81 7,48,243.70 7,70,771.01 8,80,359.47 7,89,000.16 7,92,339.78 6,65,304.18 4,42,898.00 ..	5,65,830.22 6,40,019.21 5,58,807.30 5,51,860.81 6,32,597.07 4,92,642.56 6,43,666.38 5,92,938.38 3,41,730.40 -	257.86 278.33 294.98 252.09 255.32 166.23 432.92 819.36 337.78 -

N.B.:— (1) Actual income figures given above represent only trading income, such as sampling fees and inspection and superintendence fees and no other income.

(2) S.G.S. India Pvt. Ltd. has not filed its profit and loss accounts and balance sheets and the income the entire income shown by it in the abstract filed by it for all the years.

71. It will be seen from this statement that in most of the companies actual income is more than income which would have been derived on the basis of the schedule of rates, multiplied by the tonnage handled. For purposes of this table and calculations, only analysis income has been taken into account for figures of actual income. Even that would go to show that the companies are receiving actually more income than according to the scheduled rates and may be for other connected sampling service. The percentage of that enlarged income for the years in question has been shown by the union in statement B filed on 6th November, 1985. That shows that in most companies, there is another source of income than the sampling charges and that has been variously put between 31 per cent in the case of Italab to 78 per cent in the case of CISCO. A reply and comments were filed by the management in connection with this table on 18th November, 1985. According to the companies, this statement is misleading and incorrect and not reliable, the reason being that the Statement A is not correct and since Statement B is based on Statement A, it is also not correct and fallacious. This position, I do not think is correct, as columns 2 and 3 in the above statement, namely total revenue and the tonnage handled have been taken from the profit and loss accounts of the companies themselves. Statement B indeed is hypothetical, but the basis on which that hypothesis is worked is that statutory charges would

come to a small figure while the actual income is much more and in terms of percentage this has been sought to be shown. Sampling charges, have been calculated at 15 paise per ton instead of 20 paise. Basis of Statement B therefore is not the Statement A, but the profit and loss accounts of the companies. Even in the Table-1 given above, it would be seen that the actual income of the companies returned by them in the profit and loss accounts on account of analysis fees is more than the scheduled income, which they would have got by way of sampling charges according to the notification. This will be seen even from the table above. For my consideration of the question of financial capacity I have preferred to go by the tables prepared by me and which are part of this award than either of the Union or the company.

71(A). That takes me to the profit and loss account statements and balance sheets of the companies for the purposes of comparison and consideration. Formulated below is a table showing the income returned by the companies in the years 1975, 1980 and 1984 in their profit and loss accounts and the expenses incurred, as shown by them on salaries and wages, provident fund, gratuity, insurance and laboratory expenses and other expenses incurred connected with sampling excluding administrative expenses.

TABLE—III

Name of the Company	Year	Actual income	Actual expenses	Net profit/- Net loss	Percentage
1	2	3	4	5	6
M/s. Itilab (Goa) Pvt. Ltd.	1975	—	—	—	—
	1976	—	—	—	—
	1977	13,48,72.11	13,10,49.25	(+)46,489.26	3.44%
	1978	11,70,369.32	11,81,968.72	(-)4,024.47	0.34%
	1979	11,77,387.99	11,81,321.92	(-)4,404.23	0.37%
	1980	15,01,833.32	14,90,100.60	(+)27,216.48	1.81%
	1981	15,76,925.06	15,70,501.24	(+)8,058.05	0.51%
	1982	20,06,058.30	20,03,313.60	(+)13,533.90	0.67%
	1983	19,31,908.11	19,47,207.95	(-)3,243.10	0.17%
	1984	21,48,381.85	21,45,580.81	(+)4,356.39	0.20%
M/s. S.G.S. Indian Pvt. Ltd., Vasco	1975	6,13,021.98	6,56,087.65	(-)43,065.67	0.02%
	1976	7,67,576.01	8,16,257.00	(-)48,680.99	6.34%
	1977	8,34,844.13	8,41,725.22	(-)6,881.09	0.82%
	1978	7,31,968.33	8,14,702.62		
	1979	10,65,552.28			
	1980	11,95,250.92			
	1981	9,56,739.44		Not available.	
	1982	9,81,184.61			
	1983	10,56,938.27			
	1984				
M/s. Therapeutics Chemical Research Corporation.	1975	46,690.28	1,30,409.70	(-)81,219.42	
	1976	97,590.62	1,92,408.33	(-)93,114.97	
	1977	1,42,111.45	1,64,085.73	(-)21,931.42	
	1978	30,548.69	1,38,011.91	(-)1,07,463.22	
	1979	1,06,144.80	1,75,326.43	(-)68,995.60	
	1980	1,38,585.36	2,14,593.92	(-)74,708.56	
	1981	1,01,484.82	2,15,692.09	(-)1,14,199.82	
	1982	1,53,946.89	2,31,373.91	(-)77,421.80	
	1983	1,37,917.53	2,35,787.73	(-)97,870.20	
	1984	3,17,261.52	3,36,673.19	(-)19,411.67	
M/s. Mitra S.K.P. Ltd.	1975	1,75,131.48	1,72,358.90	(+)2,772.58	1.29%
	1976	1,90,855.12	1,86,995.82	(+)3,859.30	2.02%
	1977	2,34,455.82	2,27,530.91	(+)6,924.91	2.95%
	1978	1,77,719.28	1,74,142.87	(+)3,576.41	2.01%
	1979	1,92,030.29	1,87,472.45	(+)4,557.84	2.37%
	1980	3,02,552.02	2,91,801.03	(+)10,750.99	2.55%
	1981	4,61,175.05	4,45,218.34	(+)15,956.71	3.46%
	1982	4,77,773.02	4,58,076.60	(+)19,696.42	4.12%
	1983	2,93,614.50	2,79,729.91	(+)13,884.59	4.72%
	1984	2,44,237.58	2,32,604.58	(+)11,633.00	4.76%
M/s. Cargo Inspector & Superintendence Pvt. Ltd.	1975	7,85,259.02	7,34,418.07	(+)60,958.19	7.76%
	1976	8,69,962.81	8,50,046.97	(+)66,417.33	7.63%
	1977	7,48,243.70	7,92,726.77	(-)69,007.96	9.22%
	1978	7,70,771.01	7,67,352.22	(+)10,883.00	1.41%
	1979	8,89,379.47	8,64,376.16	(+)17,047.31	1.93%
	1980	7,89,000.16	7,65,905.54	(+)25,566.10	3.24%
	1981	7,92,339.78	7,92,946.51	(-)22,921.63	2.89%
	1982	6,65,304.18	6,81,945.42	(-)8,250.96	1.24%
	1983	4,42,898.00	5,17,925.71	—	—
	1984	—	—	—	—

N.B.:—(1) Net profit is indicated by (+) and Net loss is indicated by (—)

(2) Actual income mentioned above includes only trading income, i.e. sampling fees and fees for inspection and superintendence, and no other income.

(3) Actual expenses include all expenses shown in Profit & Loss Account, and it represents the difference between actual income and net profit.

(4) S.G.S. India Pvt. Ltd. has not filed its profit and loss accounts and balance sheets for all the years and the figures shown against it above, represent the entire amounts of income and expenditure shown by it in the abstracts of revenue and expenditure for all the years produced by it.

72. The following table shows the actual income returned by the companies and actual expenses relatable to sampling

which they have incurred as shown in the profit and loss accounts and the net profit or net loss resultant therefrom.

TABLE-IV

Name of the company	Year	Actual sampling Income	Actual sampling expenses	Net profit/loss	Percentage
1	2	3	4	5	6
Italab (Goa) Ltd.	1975-77	13,48,272.11	10,87,692.80	2,60,579.31	19.32
	1984	15,01,833.32	11,84,851.60	3,16,981.72	22.50
	1984	21,48,381.85	16,64,915.70	41,83,466.15	22.50
S.G.S. India Pvt. Ltd.	1975	--	--	--	
	1980				
	1984				
M/s. Therapeutics Chemical Research Corps.	1975	46,690.28	72,214.80	26,524.52—	
	1980	1,38,535.36	1,48,729.28	10,143.92—	
	1984	3,17,261.52	2,59,069.93	58,191.59	18.34
M/s. Mitra S.K.P. Ltd.	1975	1,75,131.48	1,22,526.43	52,605.01	30.03
	1980	3,02,552.20	2,90,310.70	93,241.32	30.81
	1984	2,44,237.58	1,56,361.00	87,876.58	35.97
M/s. Cargo Inspector & Superintendence & Pvt. Ltd	1975	7,85,259.02	6,33,907.32	1,51,351.70	19.27
	1980	7,89,000.16	6,31,285.74	1,57,714.42	19.98
	1984	4,42,898.00	4,25,020.05	17,877.95	4.03
	1983				

N.B.—(1) Actual income mentioned above includes only trading income, namely income from sampling fees, charges collected for superintendence and inspection, and no other

(2) Actual expenses include only expenses connected with sampling business and include Laboratory and analysis expenses insurance, repairs and maintenance, salaries, wages, provident fund contributions, bonus, gratuity contribution and all other payments made for the staff and labour charges.

(3) Since S.G.S. Indian Pvt. Ltd. did not file its profit and loss accounts and balance sheets, actual income and expenses as defined above could not be called out and hence the figures of that company are not shown above.

73. A closer examination of these tables and profit and loss accounts would reveal some unusual figures and features. For instance in the case of Italab, though the turn over has been increasing from year to year and between 1977 to 1984, has increased by one and three quarter times there has been a wide fluctuation in the profits. The lowest profit returned by the company is about Rs. 3,200 in 1983 and the highest is for the year 1980, which is about Rs. 27,000.

74. The actual expenses shown are all the expenses which are booked by the companies in their profit and loss accounts and not only such as are incurred for sampling work such as salaries wages and analysis expenses and such relatable items as has been made out in Table 2 and 3 given above. Amongst the companies, according to their profit and loss accounts, Italab, S.G.S., Mitra S. K. (P) Ltd., and Cargo Inspectors have all returned profits. On the other hand, TCRC has returned huge losses and sometimes expenses have even been much more than the actual income. It is not explained how such a situation has resulted. But in almost all the years, it will be seen on a cursory look at the figures returned by Therapeutics Chemical Research Corporation for the years 1975 to 1984 that expenses have been much larger than the income. That company need not be considered as trend setting or sample. On the other hand, though small, all the other companies have returned and have been showing profit. The companies, therefore, must be considered, even according to their own showing not running the business in loss, but in profit. If a particular company on the other hand is incurring huge losses, then it means that there is something radically wrong with the company and not with the industry, by way of bringing profits to the entrepreneur. As I have already indicated these profits, however are widely fluctuating.

75. It would be now necessary to examine the profit and loss accounts and balance sheets of the companies. They reveal some unusual features. For this purpose, I have taken the same years as are taken for the purposes of the income and expenditure tables shown above. One circumstance in this connection, which may be mentioned is that there was no evidence and no contention advanced by the companies that besides their employees who were concerned in these reference, they had a large labour force or any significant labour force employed on a casual basis for certain kinds of work. It was also not stated if such labour was employed, what was their salary or daily wage, which was paid to them all inclusive and for what kind of work they were employed.

76. A circumstances in this context may also be mentioned at this stage, as it was represented and as the question of the financial capacity of the companies became material, that the accounts of the companies were made available for the inspection of the employees. A detailed order was passed by me in this connection on 9th August, 1985. However, for some reason, the employees were unable to carry out the inspection work. A further order was passed and the inspection work was directed to be completed. Even thereafter very little useful material has been brought on record by the employees. The employers also did not render any assistance. In the circumstances, they could not be expected of their own to produce any evidence or explanation in respect of any items in the profit and loss accounts. Nevertheless, some of the entries on their books do appear to be strange and the books of the companies show some unusual circumstances. My remarks in the circumstances and this situation with regard to them, however, should be understood only in general terms.

77. With regard to the company TCRC, I have already pointed out that it is the only company which has returned huge losses, and incurred expenses even more than the income which it made from sampling business. In the year 1975, against sampling income of Rs. 46,690.28, it has incurred salary and wage payment of Rs. 36,126.71, without taking into account further two sums on account of allowances and interim relief of Rs. 3,617 and Rs. 2,814.50. Its balance sheet shows an asset of motor car valued at Rs. 17,897.88. On its maintenance, a sum of Rs. 2,531.24 has been spent and another sum of Rs. 3,143.75 has been spent on repairs and maintenance, besides Rs. 13,222 on account of rent. Besides salary and wages, labour charges were incurred to the extent of Rs. 17,961.66. In other words, a total amount of over Rs. 54,000 is spent on salaries, wages and labour charges, to earn an income of Rs. 46,690 as sampling fees.

78. In the year 1980, the laboratory earning is shown as Rs. 1,38,585.36, while expenditure on salary, wages and bonus and labour charges together is Rs. 61,619.78 and Rs. 41,261.15 respectively. The company has besides paid crushing charges in the years 1975 and 1981 also. There are items of hire charges for scooter of Rs. 3,200, travelling expenses of Rs. 27,953.68 and repairs and maintenance of Rs. 5,644.08, when the only asset which it has shown in Schedule A is Motor Cycle worth Rs. 5,865 and miscellaneous other assets totalling to a sum of Rs. 22,754 including motor cycle.

79. For the year 1984, the laboratory earning is Rs. 3,17,261.52. Payment on account of salary and wages was Rs. 1,23,514.22, interim relief was Rs. 4,440 and labour charges was Rs. 98,073.18, and crushing charges were Rs. 8,766.48. Schedule A to its balance sheet for the year shows assets of motor car worth Rs. 2,402.30 and other assets worth about Rs. 12,000. On the other hand, a sum of Rs. 3,423.09 was spent on scooter maintenance and another sum of Rs. 8,338.50 was spent on account of repairs and maintenance. However, it did not appear to own any scooter from the fixed assets. A sum of Rs. 30,079.44 is also shown as travelling expenses. This does not appear to be a prudent way of managing the business and it therefore resulted in losses. But it cannot be said that that is a general feature of operations.

80. It is an admitted position that amongst the five companies, Italab is the leader and is responsible for a large share of the business. If its accounts are examined they would show a general picture of the industry and as to its profitability. The company has not filed profit and loss accounts and balance sheets for the years 1975 and 1976. The first year for which it has done so is for the year 1977. Therefore, that is taken into consideration. This profit and loss account statement shows the following figures. The income from analysis was Rs. 13,48,272.11, while on account of salaries and wages and allowances and other staff payments, a sum of Rs. 5,37,491.19 and Provident Fund of Rs. 38,246.75, Gratuity of Rs. 75,540.80 are shown. Besides these, payment of Rs. 3,81,455.19 has been shown as laboratory and analysis expenses. A break-up of this item is shown in Note 5 which will go to show that this item is made up of reimbursement of travelling, food and other expenses to the sampling staff of Rs. 1,16,237.58, labour for sampling, crushing and dividing charges of Rs. 1,18,022.20. According to the unions, no casual or daily rated workmen were employed by any of the companies and these labour charges should have been normally given under the head of salaries, wages and allowances, etc. This item excludes crusher hire charges also. While a comparatively small amount seems to have been spent on laboratory or sampling material, such as acids etc. which are item No. 3 and 4 under the note. Its fixed assets in Schedule A shows crusher worth Rs. 19,287.54 and other assets worth over Rs. 2,20,000. On the other hand expenses on account of repairs and maintenance have been shown as Rs. 38,734.62 and travelling and conveyance was Rs. 47,786.06.

81. In the year 1980, the analysis income is Rs. 15,01,833.32 and salary and wages are shown as Rs. 6,19,411.76, besides provident fund of Rs. 40,303.50, provision for gratuity of Rs. 26,337 and analysis and laboratory charges of Rs. 4,24,153.15 the break up of which at note 4 shows Rs. 1,01,126 as labour charges, for sampling, crushing and dividing, Rs. 77,382.16 as crusher hire charges and other expenses of Rs. 54,990.57. What that other expenses repre-

sents is not clear. As pointed out for the earlier year, expenses on account of laboratory material required for analysis is comparatively less. The fixed assets shown as Rs. 20,348.04 as plant and machinery. Rs. 210,226.34 for laboratory equipment including electrical fittings and motor cars and cycles worth Rs. 85,470.73. Other important items of expenditure which appear unusually high for the assets position is repairs and maintenance of Rs. 51,319.99 travelling and conveyance of Rs. 11,511.02, discount and bad debts of Rs. 45,224.40 and commission and discounts of Rs. 45,182.26.

82. For the year 1984 the analysis earning is Rs. 21,48,381.85. No break up has been produced as before for sampling and laboratory expenses which have been shown at a high figure of Rs. 7,09,780.35. On the other hand the salary and wages and allowances have been shown at Rs. 7,58,607.80, provident fund at Rs. 47,253.10 and gratuity contribution at Rs. 16,000. The fixed assets position of the company shows plant and machinery of Rs. 20,348.04, laboratory equipment of Rs. 52,052.24, motor cars, cycles and scooters, etc. of Rs. 1,30,684.02. Significant expenditure items are repairs and maintenance of Rs. 94,632.48 and travelling and conveyance of Rs. 1,83,160.84. The managing director has incurred a travelling expenditure of Rs. 44,785.10 in that year. The amount of depreciation taken benefit of in this year as well as in the previous years is a small amount, which would make items of expenditure on repairs and maintenance look out of proportion. If the financial affairs of the company Italab as disclosed by its profit and loss accounts is considered, it does not show a prudent management and discloses large amounts shown as spent in the books. On closure scrutiny there is considerable scope for pruning the expenditure shown in the books, which has considerably reduced the net profit entered in the books.

83. Similar is the position in the case of the company, Cargo Inspectors & Superintendence Co. Pvt. Ltd. (CISCO). For the year 1975, it has shown an income of Rs. 7,41,660.02 as inspection and superintendence fees and Rs. 43,599 as Analysis fees. Professional and inspection charges are shown as Rs. 4,39,669.96, of which no break-up is available. The expenses figure on account of salary and wages, however, is quite small, namely, Rs. 1,74,784.46 which also includes bonus and gratuity. A significant circumstance about the professional fee and inspection charges shown as Rs. 4,39,669.96 in the year 1975 is that for the previous year this figure was only Rs. 68,694. As to how it has suddenly increased by nearly 7 times and on what account is difficult to understand. For previous year, salaries and wages were shown at Rs. 2,53,358, while they have been brought down to Rs. 1,74,784.46 in the year 1975. No expenditure on account of repairs and maintenance is shown in the profit and loss accounts, but sums like vehicle expenses, conveyance and travelling, bad debts, etc. are shown. Nevertheless, profit returned is Rs. 60,958.19.

84. For the year 1980, the income returned on account of inspection and superintendence fees was Rs. 7,60,660.16 and Analysis fees was Rs. 28,340, while expert fees and inspection, superintendence and analysis charges paid is Rs. 3,50,879.18, which has come down from Rs. 4,48,419 for the previous year. This should be considered against the figure of Rs. 68,694 for 1974. On the other hand, crushing charges for the year have enormously inflated to Rs. 97,013.75. For the year 1975, this stood at a small figure of Rs. 5,788.73. On the other hand salary and wages is going down and has come to Rs. 1,69,123.81, against Rs. 1,89,183 for the previous year and Rs. 1,74,784.46 for the years 1975. In that year other significant item of expenditure is conveyance and travelling of Rs. 21,625.30, miscellaneous expenditure of Rs. 20,398.74 and provision for taxation of Rs. 62,000.

85. The last year for which the company has filed the balance sheet and profit and loss accounts is for the year 1983, where the income shown is Rs. 4,00,234.50 from Inspection and Superintendence and Rs. 42,663.50 from Analysis. On the expenditure side, superintendence and analysis charges, etc. have come down to Rs. 1,87,356.23 from Rs. 2,98,257.21 for the previous year. The crushing charges have also come down to Rs. 27,125.06. The other figures generally bear similarity with the previous year's figures.

86. In the case of all these companies, no reserves over the years seem to have been built. One of the reasons contended was that there is no way of building a reserve as

there are no profits. Even provisions made for gratuity have not been shown in the reserves as also accumulated depreciation. There do not appear to have been any retirements.

87. The balance sheets and Profit and Loss Accounts of Mitra S. K. (P) Ltd. show a somewhat different picture than other companies. For the year 1975, it has returned an income of Rs. 1,75,131.48 and on expenditure side shows sampling expenses at Rs. 54,323.64, salaries at Rs. 49,495.64 and acids and chemicals and other Miscellaneous Laboratory expenses at Rs. 8,112.15 and Rs. 4,433.46 respectively. All its other expenses are shown at a modest figure, such as travelling expenses of Rs. 2,257.56, motor vehicle expenses of Rs. 810.89, repairs and renewals of Rs. 3,875.47 and conveyance of Rs. 3,937.30.

88. For the year 1980, the income returned is Rs. 3,02,552.02, and on the expenditure side, sampling expenses are Rs. 99,868.81 and salaries and wages of Rs. 83,158.60, while acids, and chemicals and miscellaneous laboratory expenses are Rs. 14,367.70 and Rs. 5,240.67 respectively. For these years, however, the expenses on account of motor vehicles and travelling have gone up than what they were in 1975, though all other expenses have remained in the range of being treated as modest.

89. By and large same is the position for the year 1984 and I do not propose to repeat my observations with regard to the figures for that year.

90. It may be mentioned that amongst the companies, salaries and wages paid by M/s. Mitra S. K. (P) Ltd. are

better than any other company. From the aforesaid, it may be seen that though the sampling companies are not in possession of flexible resources and have returned very small net profits compared to the turn over, good house-keeping is likely to produce greater profits. Their profit and loss accounts show large items of expenditure which are susceptible to curtailment, as also provisions for taxation. In the circumstances, it will not be possible to share the view of the companies that any wage increase or revision would cast a crushing burden upon the companies. As I shall presently point out, the service conditions of the workman, the wage scales, etc. are far from rational or orderly. Considerable ad hocism seems to have prevailed and the workmen are at the mercy and whims of the management with regard to their pay scales and benefits. Some discussion and analysis of their profit and loss accounts and balance sheets has been carried out above. A comparison of the common figures of expenses of these companies shown in their P&L accounts inter se particularly with that of Mitra S. K. (P) Ltd. would paint a distorted unhappy picture and cast a serious cloud over their affairs as painted in the books both from the point of view of prudent management and sound accountancy as well as veracity. It would not be right to say that the account books are suspicious. They nevertheless disclose a malady or disease which is not germane to the business but imported into it. The following table will show what were their wages in the year 1975 and what they are in 1985 and how they have remained and progressed during these years. For this purpose, only basic wages and dearness allowance/food subsidy alone is taken into account. It may be mentioned that no scales exist in any of the companies.

Name of the Company	Year	Category of Workmen	Wages Paid			
			Minimum		Maximum	
			Basic	Gross	Basic	Gross
1	2	3	4	5	6	7
Italab (Goa.) Ltd.	1975	Accountant	590	630	1,040	1,090
		Chemist	320	370	1,040	1,090
		Clerk	450	490	750	800
		Sampler	293	333	495	535
		Assistant	190	220	332	362
		Sample Boy	170	170	170	170
	1980	Accountant	660	700	1,180	1,230
		Chemist	640	690	1,180	1,230
		Clerk	370	410	850	900
		Sampler	330	370	490	530
		Assistant	224	254	370	400
		Sample Boy	220	235	220	235
		Labour Sampling	195.95	195.95	225.60	225.60
	1984	Accountant	780	1,070	1,175	1,475
		Chemist	730	800	1,600	1,900
		Clerk	500	730	1,000	1,300
		Sampler	410	530	710	840
		Assistant	325	505	480	690
		Sample Boy	335	455	335	455
		Labour sampling	396.55	396.55	412.60	412.60
S.G.S.	1975	—	—	—	—	—
	1980	Sampling Assistant & Crushing-shed labourers	150.00	305.00	150.00	305.00
		Sampler, Jr. & Sr.	600.00	720.00	600.00	720.00
	1984	—	—	—	—	—
T.C.R.C.	1975	—	—	—	—	—
	1980	Assistant Sampler	210.00	254.00	210.00	254.00
		Sampler	350.00	410.00	350.00	410.00
	1984	Asstt. sampler	325.00	520.00		
		Sampler	465.00	660.00		

1	2	3	4	5	6	7
S.K. Mitra	1975	—	—	—	—	—
	1980	Sample Bos & Crushing shed labourers	110.00	250.00		
		Sampler, Supervisor	170.00	380.00		
	1984	Sample Boy & Crushing shed Labourers	120.00	284.00		
		Sampler, Supervisor	200.00	450.00		
M/s. Cargo	1975	—	—	—		
	1980	Sampling workers	164.00	300.50		
		Sampler	210.00	365.00		
		Chemist	584.00	725.00		
	1984	Sampling workers	196.00	332.50		
		Sampler	250.00	405.00		
		Chemist	668.00	809.00		

91. Apart from the absence of wage scales, there is absence of uniformity of wages even in these companies. A comparative table showing the wages prevailing in these

companies for the years 1969, 1974, 1980 and 1984 is produced below :—

[illegible]

92. It will be seen from the above table, that even amongst these companies, even in the year 1984, the total pay packet for the same kind of work done by the employees of these companies is not uniform. It also reflects a curious phenomenon that while in the year 1969 and 1974, Italab, which has the largest share of sampling business was paying more to all its categories of employees, it was paying the lowest in the years 1980 and 1984. For instance, in the year 1969, it was paying Rs. 189, to its Asstt. Sampler or the lowest paid employee. In the year 1984, it was paying only Rs. 455. Similarly, in 1974, it was paying Rs. 281 to its Asstt. sampler, While SGS on the other hand, was paying to Assistant Sampler of Italab. Theraptic Chemicals in the year 1984 was which was really equivalent to Sample Boys, in the year 1984, Rs. 495. SGS on the other hand was paying only Rs. 172 in 1974, as against Rs. 281 of the Assistant Sampler of Italab. Theraptic Chemicals in the year 1984 was paying a gross wage of Rs. 520 to Assistant Samplers as against Rs. 497 of Italab, and Rs. 254 in 1980 against Rs. 330 in Italab. Its wages in the year 1974 to its lowest paid employee, however, were much below Italab, namely Rs. 143 in place of Rs. 170 of Italab. In the case of Cargo Inspectors, the Sampling worker in the lowest scale in 1980 was drawing Rs. 365 while he was drawing only Rs. 235 in Italab. In 1984, the same worker was drawing only Rs. 332.50 as against Rs. 455 in Italab.

93. Apart from the absence of wage scales, there is also absence of uniformity in the other allowances, which make up the total wage of the employees. For instance, in Mitra S. K. (P) Ltd. there is an additional allowances as medical allowance, HRA, etc., in Cargo Inspectors, there is HRA and Sundry Allowance. In Italab there is only Food Subsidy, equivalent to Dearness Allowance. In SGS, there is only Dearness Allowance. This can be seen from Ex-A-27 to A-31.

94. Another significant circumstance, which is revealed from these exhibits and in particular A-27 to A-31 is that while the wages in the Port Trust from the year 1969 to 1985 have undergone revision and changes raising them substantially for the port employees, the raise is not proportional in the case of sampling company employees. Thus, in 1969, the difference between the salary of the lowest paid employee working in Italab and the salary of lowest paid employee working in the port trust was about Rs. 100 and that for the highest paid employee of the company and an equivalent in the Port Trust, the difference was about Rs. 200. In the year 1984 for the same company and for the same categories of employees, the difference has risen to Rs. 400 in the case of lowest category and also in the case of highest paid category. In the year 1974, the difference are sharper, as Exhibit A-27, page-4 will go to show. Though therefore it is correct that the take-home or total wage packet of the employees over the years of the reference has not remained static and has increased presumably more by force of circumstances, than being a magnanimous or generous gesture on the part of the employers, the difference in the pay packets of these employees working in the same area has risen, so far a lowest paid employees more sharply than the higher paid employees. But even in their case, the gap has widened considerably. New wage scales, however, which may be prescribed will not be able to give the benefit or advantage of any further revisions which have been achieved by the workman in the Port employment at all these places by reason of settlements. Nevertheless this circumstance will have to be strongly borne in mind.

95. If we now go back to an analysis of the tables prepared and formulated above, and appraise them critically almost by way of X-raying them, they disclose the following circumstances enumerated below. For this purpose, I have taken into account the totals. The notes to these tables show which of the figures from amongst the profit and loss accounts and balance sheets have been picked up as comprised in the heading.

96. I have already pointed out that the companies in this case are in receipt of an income which is largely inflexible, being derived from analysis fees, which are fixed for the iron ore exported. However, table-II will go to show that on the basis of the figures of tonnage handled by the

companies, multiplied by the sanctioned rate, their scheduled income is less than the actual income returned by the companies. In column, 7 of the table, the difference between the scheduled income and actual income is shown. That difference works out differently for the different years. Percentage of this difference is given in column 8. It may be mentioned and emphasised that the actual income figures in table II are not the total income returned, out only such actual income relatable to sampling and analysis income.

97. Table-3 has therefore, to be considered alongwith table-2. It was just now pointed out above, the actual income in table-2 column 6 is the actual income also shown in table 3 at column 3. Column 4 shows the actual expenses relatable to sampling work, as mentioned at note 3 below the table. It is no doubt true that some more expenses will have to be added and will be required to be added to these actual expenses. The idea, however, in formulating this table is to show broadly and find out what would be the net profit to the companies from such relatable actual sampling income and actual sampling expenses. The ultimate net profit may be less and would be less. But it would give an idea as to the profitability of the business and the capacity of the employers. Though that may not be mathematically accurate and meticulous, it is broad-based and would certainly be legitimate to consider. This will go to show that in the case Italab, the percentage of net profit to actual income is between 19 to 22 per cent as column No. 6 goes to show. This may have to be further reduced but in any case it would not be wrong to think that the net income of the companies would be in the range of 10 per cent of the total turnover, namely, the actual income shown in column 3.

98. A circumstance which has to be borne in mind in the connection is that the profit and loss accounts of all these companies which are on record are for the years, after the making of these references, i.e. between 1975 to 1984. Table III which is more or less similar on the lines of profit and loss account statements filed by the companies, if closely scrutinised, projects an interesting picture. Italab, the principal company in the company has not produced its profit and loss accounts and balance sheets for the years 1975 and 1976 for reasons not known. In the year 1977, compared to the actual income and actual expenses, it has returned a net profit which is 3.44 per cent as shown in column 6. This has progressively gone down almost to 0.20 per cent though the share of this company in the total business and its actual income has also nearly doubled. On the other hand, as will be seen from table 5, in 1984 it was paying the lowest wages in the industry to its workmen. On the other hand, if we examine the Cargo Inspectors, percentage of profits to turnover or actual income in the first three years was 7.76 per cent, 7.63 per cent and 9.22 per cent. Their ratio of profits to their income has also gone down up to the year 1982. But it appears that their share in the business has also gone down. At no time however, it has gone to the surprisingly low level of Italab of 0.20 per cent. It may be mentioned and emphasised that for purposes of all these tables for all companies, the very figures which have been taken in one company have been taken for any other company, so that they are comparable. On the other hand, Mitra S. KP has shown over the year, a steadily growing rate and proportion of net profits to its actual income from 1975 to 1984, from 1.29 per cent to 4.76 per cent.

99. These variation in figures or percentage figures in table show a wide fluctuation. The percentages shown there are with regard to column Nos. 5 and 7. In the case of Italab, it has varied from 2.60 in the year 1980 to 35.90 in the year 1983. In the case of SGS, over the years, it has varied from 10.49 per cent in 1975 to 83.61 per cent in the year 1983 and had made a peak in 1979 to 96.80 per cent. In the case of Cargo Inspectors, the figures of percentage variations are much more wide, ranging from 166.23 per cent at the lowest to 819.36 per cent at the highest.

100. It is not necessary to make any observations with regard to the financial situation and resources of the companies, as disclosed in the relative balance sheets for these

years of these companies. That also discloses a very unhappy state of affairs. However, no considered observations or reflections can be made in the absence of further investigation and material. The companies also have to have an adequate opportunity of explaining these balance sheets and profit and loss accounts, after their analytical and critical examination. For the purposes of this reference, that is also not necessary. A study in depth of the finances of the companies is not indicated. The question is whether the companies can bear the burden which would be cast upon them by a wage revision and what should be the Wage Scales of the workmen in the circumstances and taking into account the financial capacity of the employers. It seems to me however, that the various tables which are formulated from the various relevant figures and data disclosed by the companies in their profit and loss accounts do show what the real financial position of these companies is, with regard to the sampling business. But we are only concerned in the present cases with the financial capacity of the companies to pay wages and if I may say so, reasonable wages to these employees which are not out of line with the wages in the industry paid to employees doing similar kind of work by their side. I would not therefore, think that the companies have no financial capacity to pay a reasonable wage, though not equivalent to the Wage Board recommendations, except for the lowest paid employees and also that it will impose a financial burden upon the companies which they will be unable to bear. It seems to me reasonable to think and assume that there is an average return of 8 to 10 per cent on the turn over. That comes to about 50 per cent of the amount of difference shown in table 2 column 7 on a rough calculation.

101. In that view of the matter, I feel the wage structures for the categories of workmen concerned in this reference should be structured as below. They would be entitled in addition to dearness allowance as prescribed and fixed, according to the Wage Board recommendations right from the year 1975, i.e. from the date of the reference.

102. I do not have any reason to fix the wage below what was prescribed by the Wage Board for Sampling Mazdoors, the wage scale being Rs. 110—130. It is clear that at the lowest level wage should as far as possible, be proximate to the levels of pay available for the same category of workmen working the port areas, the simple reason being that in the absence of such a parity of wages, there would be a tendency for such labour to migrate and keep shifting. Taking that in to account, other wage scales have to be structured keeping in view the relatively fair and stable financial capacity of the employees companies. In a situation like this, it would not be possible to devised any scientific or mathematically worked out wage scale. It has to be an ad-hoc approximation. I have already pointed out that the employees who had submitted their statement filed on 6th November, 1985, when they were asked to clarify on what basis burden statements were produce four wage scales commencing with Rs. 100—130 as basis for calculation. The other scales which they have adopted and to which I have already made a reference earlier are,—(1) Assistant Samplers—Rs. 160-5-190-8-270-10-340; (2) Samplers Rs. 180-5-190-8-10-370; and (3) Chemists Rs. 220-10-300-15-375-20-425-25-675.

103. I think that though the lowest paid employee should have the same pay, as is available for the lowest paid employee for the same kind of work with the other employers in the area, unless, the financial capacity is equivalent, other pay scales need not be of the same order.

104. Bearing this in mind, I have constructed the pay scales of Samplers, Junior Chemists, and Senior Chemists as follows :—

Assistant Sampler.—Rs. 145-5-175-7-210-8-290.

Junior Chemist.—Rs. 175-10-225-15-345-25-495.

Senior Chemist.—Rs. 250-25-400-40-640.

105. Similarly, for the clerical cadre, the recommended scales for Lower Division Clerks and Upper Division Clerks, scales, as are to be obtained from page 140 of the Wage Board Recommendations should be retained. I do not propose to fix any scale for Accountant which seems to be an important position in all the companies, who happens

to be the best paid employee in all the companies leaving his salary to be fixed by the employers. That almost appears to be in a junior managerial level position.

106. As regards the DA, wage Board recommendations made in the year 1969 recommended a DA at all India CPI 215 points fixed DA and variable DA varying with the increase or decrease in the cost of Living Index. That is at certain percentage. The wage scales which I am awarding as also the DA would be fixed at the 1975 level. In 1975, the CPI as published by the Indian Labour Journals was 390 (Base year 1949—100). On that basis, the dearness allowance would consist of two components, one fixed and the other variable DA. Adopting the formula of the wage board loosely I fix the fixed DA. at the following levels, upto Rs. 150 (basic) Rs. 175, from Rs. 151 to 200 Rs. 212.5 Rs. 201 to 300 Rs. 234.5. Rs. 301 to 400 Rs. 240.00 above Rs. 400.00 Rs. 250.00. The variable DA would be for the same slabs neutralisation at the rate of 0.70 per cent per point rise or fall upto Rs. 200, 0.60 pc. per point rise or fall upto Rs. 201-300, 0.50 pc. per point rise or fall upto Rs. 301-400, 0.40 pc. per point rise or fall upto above 401. The employees should be fitted in the new wage scales in the same manner as directed by the Wage Board. Where a certain stage is not available in the new wage scale then the employee should be taken to the next stage in that scale.

107. On the basis of these wage scales and the dearness allowance, what would be the amount of liability per year upon the companies, it is not possible to work out. It certainly would not be in the range shown by the companies. The wage scales awarded have been lesser than the Wage Board recommendations, though the quantum of fixed DA would be the same.

108. So far as variable DA is concerned, I would direct a neutralisation at 70 paise per point rise or fall to all employees on a flat rate upto basic pay of Rs. 160 above Rs. 160 and upto Rs. 350 at 55 paise per point rise or fall and above Rs. 350 at 30 paise per point rise or fall.

109. This leaves only the other remaining demands which are specifically made a subject of demands in the case of General Superintendence, Cargo Inspectors, Therapeutics and Itafab.

110. So far as General Superintendence is concerned, the additional demands are night weightage allowance, washing allowance and increased leave. I have already said what I have to say about the interim relief. So far as the night weightage is concerned, no evidence as such has been led. With regard to overtime, it is subject also in the TCRC, and Cargo Inspector & Superintendence Co. references. I am inclined to hold and I think that should be at the normal rate overtime should be paid at double the rate for Sundays and holidays and at 1½ times beyond 8 hours of duty upto 12 hours, and at double the rate beyond 12 hours on other days. I have to point out that so far as washing allowance and leave is concerned, no evidence is led and hence they are rejected. They were not the subject of Wage Board recommendations also.

111. In the Cargo Inspectors case, the first two demands are for 40 per cent increase in wages from 1973 and Variable DA as per the recommendations of the Central Wage Board for Port and Dock Workers, are also taken care of in the main body of this award. I have already observed with regard to overtime in the above paragraph, while dealing with the reference of General Superintendence. Overtime, wherever worked in any of these companies should be paid at the rates specified above namely at double the rate for Sundays and holidays and at 1½ times beyond 8 hours of duty upto 12 hours, and at double the rate beyond 12 hours on other days.

112. The only other demand, which remains in Cargo Inspectors is that of HRA at 10 per cent. Here again, no evidence was led either by the unions or by the employers with regard to HRA. It is being paid in some of the companies, as will be seen from table V above. Where that is paid, it will continue to be paid, but where it is not being paid, in the absence of any evidence, I am not inclined to award any relief.

113. The other two main demands in the TCRC, with regard to implementation of recommendations regarding DA and interim relief were already taken care of in the main body of this award, as also the overtime in the above paragraph. The other demands are with regard to compensatory off, casual leave privilege leave and sick leave. Compensatory off will be governed by the provisions of the Shops & Establishments Act and no separate provisions has to be made. As regards privilege leave, casual leave and sick leave, no evidence has been led and there would be no relief. Needless to say workman will continue to enjoy the existing benefits.

114. In this table, the figure taken in column 7, is from table no. 1 (burden statement) furnished by the companies showing the statement of burden that the companies would be required to take up. This figure is the same figure which appears under the heading wages paid excluding allowances in that table. In column 6, the figure which is arrived at on the basis of the awarded wage-scales and allowances is much larger, but that is inclusive of allowances, while that in column 7 is exclusive of allowances. However, it is not clear from the burden statement which is supplied by the companies and which is reproduced in table 1, which allowances have been excluded from the totals made of wages paid under that column against each of the company. If the excluded allowances are like food allowance or special allowance, which are in the nature of dearness allowance, then this figure in column 7 will undoubtedly go up.

115. It is also not possible to compare these figures occurring in table 1 under wages paid excluding allowances, with the figures of wages shown as paid by the companies

in their exhibit M-21 pages 1-11. There again the column is having heading 'wages and others', which means it includes not only wages but other also. What other items of expenditure are included therein is not clear. In the circumstances, this table of projected burden is not comparable and can not be compared with table 1 and the statements in Exhibit M-21. It is also not clear from table 1 and M-21 as to what is the number of persons who are taken into account for purposes of calculating the wages paid. As is pointed out in table V we have taken the number of persons as mentioned in column 1. This is supplied by the companies in their statements of number of persons employed in Exhibit-M-5.

116. I have earlier said that on the basis of the tonnage handled and the scheduled income which the companies would receive and must have received, which as pointed out in table 3 is less than the actual income returned by the companies in their profit and loss accounts. A 10 per cent net profit on their turn-over is reasonable to think would be received. In that view of the matter, I am inclined to think that the burden which would be imposed upon the companies by the award of these new scales would not be unbearable to them. Besides, no retrospective effect is being granted.

117. On the basis of these wage scales what would be the burden on the companies, it may be possible to calculate. But this Tribunal has neither the facility, staff nor data or equipment to work out these with any degree of accuracy. We can, however, make a rough projection. One which is made for the year 1975 in these companies has produced the following result.

M/S ITALAB PVT. LTD.

In the year of 1975

Scale	No. of Persons	Basic pay	Fixed D.A.	Maximum level total per month	Total per year	Figures shown by company in Burden statement as wages paid in 1975 including Dearness Allowances. (Excluding allowances)
1	2	3	4	5	6	7
SAMPLE BOY (Rs. 110-2-130)	17	2,210.00	2,975.00	5,185.00	62,220.00	Asst. Driver peon Med. Servant : 19
SAMPLER (Rs. 145-5-175-7-2,0-8-290)	16	4,640.00	3,760.00	8,400.00	1,00,800.00	Accountant & Asstt Accountant : 3
CHEMIST (Rs. 175-10-225-345-25-495)	17	8,415.00	4,250.00	12,665.00	1,51,980.00	are not shown in this statement.
CLERK (Rs. 110-4-150-EB-4-170-5-180-EB-5-200)	5	1,000.00	1,062.50	2,062.50	24,750.00	
Total					3,39,750.00	3-48-396/-

M/O CARGO INSEPECTOR AND SUPERINTENDENCE CO.

SAMPLE BOY (Rs. 110-2-130)	..	..	..	..	..	Genl. Office Asstt. 1 Steno 1
SAMPLER (Rs. 145-5-175-7-2,0-8-290)	8	2,320.00	1,880.00	4,200.00	50,400.00	Lab Boy 1 Peon 1
CHEMIST (Rs. 175-10-225-15-345-25-495)	2	990.00	500.00	1,490.00	17,880.00	are not shown in this statement.
Total					68,280.00	48,592.00

1	2	3	4	5	6	7
M/s S. G. S. PVT. LTD.						
SAMPLE BOY (Rs. 110-2-130)	..	..	..	..	..	Asstt. Branch Manager 1 Chief Sampler 1 Cashier 1
SAMPLER (Rs. 145-5-175-7-210-8-290)	17	4,930.00	3,995.00	8,925.00	1,07,100.00	Secretary 1 Peon 1
CHEMIST (Rs. 175-10-225-15-345-25-495)	..	..	..	..	..	are not shown in this statement.
CLERK (Rs. 110-4-150-EB-4-170-5-180-EB-5-200)	2	400.00	431.0	831.000	9,972.00	
Total					1,17,072.00	1-23-935-82
M/S MITRA						
SAMPLE BOY (Rs. 110-2-130)	..	..	..	..	..	3 supervisors are not shown in this statement.
SAMPLER (Rs. 145-5-175-7-210-8-290)	4	1,160.00	940.00	2,100.00	25,200.00	
CHEMIST (Rs. 175-10-225-15-345-25-495)	..	..	..	..	..
CLERK (Rs. 110-4-150-EB-4-170-5-180-EB-5-200)	..	..	..	..	..
Total					25,200.00	12,084

To sum up, the following is the award.

- (a) The sampling workmen are held to be dockworkers.
(See para 46).

- (b) The following wage scales are prescribed:—

Sample Boy/Mazdoor : Rs. 110-2-130.

Asstt. Sampler : Rs. 145-5-175-7-210-8-290.

Junior Chemist : Rs. 175-10-225-15-345-25-495.

Senior Chemist : Rs. 250-25-400-40-640. (See paras 102 and 104)

For Clerical Staff :

Lower Division Clerks
or equivalents : Rs. 150-4-170-5-195-EB-6-225-7-281.

Upper Division Clerks
equivalents : Rs. 170-5-190-8-270-10-300-EB-10-330-12-366.

No scales prescribed for Accountant which seems to be an important post in all companies (See para 105).

- (c) DA. Fixed at 1975 level at 390 points (Base 1949-100) CPI index.

A fixed DA amount to be paid to all workmen as below :

"upto Rs. 150 (basic) Rs. 175, from Rs. 151 to 200 Rs. 212.5, Rs. 201 to 300, Rs. 234.5, Rs. 301 to 400, Rs. 240.00 above Rs. 400.00, Rs. 250.00."

- (d) Variable DA would be for the same slabs neutralisation at the rate of 0.70 pc. per point rise or fall upto Rs. 200. 0.60 pc. per point rise or fall upto Rs. 201-300, 0.50 pc. per point rise or fall upto Rs. 301-400, 0.40 pc. per point rise or fall upto above 401. The Employees should be fitted in the new wage scales in the same manner as directed by the Wage Board. Where a certain stage is not available in the new wage scale, then the employee should be taken to the next stage in that scale.

- (e) Overtime should be paid to these workmen between 8 hours and 12 hours at 1-1/2 times the normal rate of pay, and after 12 hours and on Sundays and holidays, at twice the normal rate of pay (See para 110 and 111).

- (f) Demands regarding leave-casual, privilege and sick leave rejected. However, the workmen will continue to enjoy whatever is allowed and given at the moment. Similarly demands for washing allowance and compensatory off house rent allowance are also rejected (See paras 111, 112 and 113).

Award accordingly.

R. D. TULPULE, Presiding Officer
[No. I-36011/7/75-D.IV(A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 28 फरवरी, 1986

का. अ. 1013 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डानिटोला क्वार्ट्ज़ाइट माइन्स, भिलाई स्टील प्लांट, जिला दुर्ग के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्म-कारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-2-86 को प्राप्त हुआ था।

[संख्या एल-29011/52/80-डी-111(बी)]

New Delhi, the 26th February, 1986

S.O. 1013.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Danitola Quartzite Mines of Bhilai Steel Plant, Distt. Durg and their workmen, which was received by the Central Government on the 11th February, 1986.

[No. L-29011/52/80-D.III(B)]

BEFORE SHRI V. S. YADAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

Case No. CGIT/LC(R)(21) of 1982

PARTIES :

Employers in relation to the management of
Danitola Quartzite Mines of Bhilai Steel
Plant, District Durg and their workmen and
M/s. P. R. Jain, Raising Contractor, Danitola
Quartzite Mines, District Durg (M.P.).

APPEARANCES :

For Workmen.—Shri Shanker Guha Niyogi,
Organising Secretary, Chattisgarh Mines
Shramik Sangh, P.O. Dallirajhara, Durg
(M.P.).

For Management.—1. Shri P. S. Nair, Advocate
for Contractor.

2. Shri D. C. Henri, Senior Law Officer for
Bhilai Steel Plant.

INDUSTRY : Quartzite Mining DISTRICT : Durg
(M.P.)

AWARD

Dated the February 4, 1986

In exercise of the powers conferred by Clause (d) of Sub-section (1) Section 10 of the Industrial Disputes Act, 1947, Government of India in the Ministry of Labour has referred the following dispute, for adjudication, vide Notification No. L-29011/52/80-D.III-B dated 27th February, 1982 :—

“Whether the demand of the workmen of the Danitola Quartzite Mines of Bhilai Steel Plant for improvement in their present wage structure is justified. If so, to what relief are they entitled?”

2. Non-controversial facts of the case are that Danitola Quartzite Mines a captive mine of Bhilai Steel Plant of the Steel Authority of India Ltd. (hereinafter referred to as the B.S.P.) is the manual mine and their workers are paid their wages at piece rate basis like other Iron Ore captive mines of B.S.P. 225 workers are working in these mines since more than 15 years. The workers are working under the contractors. Although the contractors are changed from time to time the workers continue to work in the same B Form Registration as per the Mines Act. That for administrative purposes the Superintendent of Rajhara Mines is the controlling authority, of the Mines Manager employed in Danitola Quartzite Mines. It is further admitted that the Company revised the wages of the departmental workers of Hirri Dolomite Mines and also of Rajhara, Dalli Iron Ore Mines workers.

3. The demand was raised by the Union in Demand No. 2 under Charter of Demands dated 15-7-1980 and a failure report was sent to Government. In their letter No. L-29011/56/80-D.III.B dated 16-7-81 (Ex. D/17) Ministry of Labour did not consider the demand fit for adjudication by reference but agreed that :—

“No doubt there is a big disparity in the wages of workers in different captive mines of the Bhilai Steel Plant, it is not considered possible to bring about parity in the Wage-structure because the principles accepted for Wage Structure at present is Industry-cum-Region wise and parity in different industries cannot be secured in view of the nature of Industry and the type of work involved. However, the workers are free to demand rise in wages for the individual Mines.”

The Union continued its agitation and refused to accept the enhanced minimum wage rate announced by the Government on 18-9-1980 and once again raised the demand in their Charter of Demands dated 10-11-1981. This dispute was ultimately referred to this Tribunal. The Union dropped the wage demand and settled the other dispute with the B.S.P. and the Contractor on 15-4-1982.

4. The case of the workmen further is that they have been agitating continuously for C.P.F. facilities, medical bonus scheme, mines allowance, transport subsidy, house rent allowance and same and similar wage structure which is applicable for the workers of Iron Ore Mines of B.S.P. and departmentalisation. The B.S.P. and Contractor ultimately started providing facilities as per rules and some of the demands were settled in conciliation proceedings under the Industrial Disputes Act except—

(1) Same and similar wage structure which is applicable for Iron Ore workers, and

(2) Departmentalisation.

5. Regarding the same and similar wage structure the workmen through their Union, Chattisgarh Mines Shramik Sangh (hereinafter referred to as the Sangh) raised the demand for the first time along with the

Iron Ore and Dolomite workers working in Dalli Rajhara Group of Mines in the demand no. 3A dated 4-5-1978 as under :—

“3(a) Steel Wage Board recommendations are to be implemented to all the workmen of Dalli-Rajhara Group of Mines and Hirri Mines of Bhilai Plant.” This quartzite mine is under Rajhara Group of Mines).

6. Bhilai Steel Plant management ultimately agreed and settled the issue with the Union and negotiated wage structure was provided in line with the previous Steel Wage Board recommendations. The new wage structure (negotiated one) was provided to 15000 piece rated workers of Iron Ore, Dolomite, Limestone workers of the captive mines of B.S.P. but only these 225 workmen of Quartzite Mines were not provided new wage structure. Demand was again raised by the Sangh in the Charter of Demand dated 15-7-1980 as Demand No. 2. Management was adamant and it ultimately ended in ‘failure report’.

7. The demand under reference is sought to be justified by the Sangh on the following grounds :—

(a) All piece rated workers numbering 15000 of the captive mines of B.S.P. i.e. Iron Ore, Dolomite and Limestone Mines are not being paid wages as per the provisions of the Minimum Wages Act, but instead are provided a better wage structure in the line of old Steel Wage Board recommendations. These 225 workers are not being provided the same wage structure but are being paid according to Minimum Wages Act.

(b) The staff of B.S.P. working in this Quartzite Mines are provided same wage structure as is provided to the staff of other captive mines of B.S.P.

(c) There is no provision for piece rate system under the Minimum Wages Act yet the workers of Quartzite Mines are being paid through the piece rated system.

(d) These workmen are working in the same industry as the workmen of other captive mines of B.S.P. i.e. the steel industry as the entire raw material is supplied to the B.S.P. only for the production of steel.

(e) This Quartzite Mines is in the same region where the Iron Ore Mines are situated. So the high market prices are adversely affecting the daily life of these workers. The Union makes the following prayers :—

(1) That same and similar wage structure should be provided to the Danitola Quartzite Mines Workers also, which is being provided to the piece-rated workers working in other captive mines of Bhilai Steel Plant, with retrospective effect.

(2) As Bhilai Steel Plant is negotiating for wages and other facilities and signing the settlements for the contractual workers, and also providing facilities and wages to their contractual workmen, and also since Bhilai Steel Plant was also a party in all

other previous “Failure Reports” on this dispute, so Bhilai Steel Plant Management also should be made a party to it.

8. The case of the Raising Contractor M/s. P. R. Jain is that they were not the contractors on the date of reference and they are also not the employer in relation to Danitola Quartzite Mines. They had a contract only during 1978-79. Management of B.S.P. are the principal employers who are the necessary party in the case and who can answer these demands. The contractors change from time to time but the principal employer i.e. the Bhilai Steel Plant remains the same. The contractor has neither financial capacity nor is able to meet any additional payment.

9. My learned predecessor on 26-8-1982 stated that notice of reference has not been issued to the Bhilai Steel Plant by the Central Government which is necessary. Bhilai Steel Plant be noticed accordingly.

10. Bhilai Steel Plant appeared and filed their statement of claim and rejoinder. Pleadings of the Bhilai Steel Plant stated briefly are as under :—

4. Preliminary objections :—

(1) There existed no dispute between these workmen and the Bhilai Steel Plant about the wage structure.

(2) The wage structure of the workmen of the Bhilai Steel Plant including those employed in Danitola Quartzite Mines is decided by the Apex Body called the National Joint Consultative Committee (NJCC) which makes the revision of wage structure periodically in negotiation with all the national trade unions who are functioning in the Steel Industry. Therefore no dispute on wage structure could be and was raised by any union in respect of workmen employed in this Quartzite Mines.

(3) That the Sangh does not represent the workmen employed by the B.S.P. in Danitola Quartzite Mines.

(4) The dispute was raised by the Sangh for the workmen employed by the Contractors. The dispute was therefore between the contractors and their workmen.

(5) This dispute was also seized in conciliation and Tripartite Settlement was made under Sec. 12 (3) of the Industrial Disputes Act on 15-4-1982 wherein the Union agreed to drop the demand of revision of wages of the workmen of Danitola Quartzite Mines in view of settlement of various other demands. The present reference has therefore become infructuous.

(6) In view of the above term of reference as framed is ambiguous and bad in law.

B. On merits :—

(1) It reiterated that mining operations are carried out by the contractors who are awarded contracts by B.S.P. from time to time. The contractors employ their own workmen to execute the work. There is always stipulation in the contract agreement that

the contractors shall pay wages not less than the minimum prescribed under law to their workmen and they have been paying the same as prescribed from time to time by Government Notification.

(2) The Sangh, however, raised an industrial dispute in their letter dated 15-7-1980 including demand for similar wages. In this dispute failure of conciliation was reported as a result thereof this reference. The Sangh again raised industrial dispute in their letter dated 10-11-1980 which ended in Tripartite Settlement dated 15-4-1982 aforesaid.

(3) Even otherwise the workmen employed by the contractors are not entitled to wages other than the minimum prescribed in law. No doubt the workmen employed by the contractors in different mines like Iron Ore Mines, Limestone Mines and Dolomite Mines etc. are paid differently. But there is no lawful right to the workmen working in Quartzite Mines to claim wages at par with the wages of workmen employed in Iron Ore Mines.

(4) From 19-9-1978 to 18-12-1980 M/s. P. R. Jain were employed as Contractors in Danitola Quartzite Mines of B.S.P. and their contract ended on 18-12-1980. Thereafter the contract was awarded to M/s. Pyare Lal Deshmukh which is still continuing. M/s. Pyare Lal Deshmukh is a necessary party hence this reference suffers from non-joinder of necessary party.

(5) The question of revision of wages of the contractors workmen by the B.S.P. does not arise. Departmentalisation is purely managerial and Company's function and this cannot be made a subject matter of dispute. That the dispute being directly between the contractors and the workmen the Company could not be impleaded in this case.

10. I will take up the preliminary objections first. The objection of the management is that the workmen are the employees of the contractors. There is no nexus between the workmen and the Bhilai Steel Plant; existing contractor has not been made a party. Therefore the reference is bad for non-joinder.

11. These objections are based on a misconception of facts and law. On behalf of the management contract dated 29-9-1979 (Ex.M/3—Ex.M/9) with Pukhraj Jain and contract dated 17-2-1981 (Ex. M/11) with Pyarelal Deshmukh the existing contractor are relied on. These contracts themselves go to show that the B.S.P. is the employer as is apparent from the words "hereinafter called the employer on the one part". In these contracts, it has been also mentioned that the following documents shall be deemed to form and read as part of the agreement. These documents lay down the guidelines for execution of work, obligation of the contractors and the general conditions how the works are to be executed. These contracts also mention as admitted what wages are to be paid to the workmen. The contract Ex. M/3 also lays down the things which are to be provided by the contractor. Even the witness of the management of Bhilai Steel Plant, Shri Ramnath Mishra (M.W. 1) has admitted that the Quartzite mining operations are being done through the contractors and the workers are under the control and supervision of B.S.P. He has further admitted that the contractors are required to pay minimum wages

under the Minimum Wages Act and the statutory mining functions are not entrusted to the raising contractors. It is admitted that the fringe benefits are also provided by the management of Bhilai Steel Plant. Bhuneshwar Prasad (W.W. 1) for the Sangh has stated that owner of the mines is the B.S.P. It comes under Rajhara Group A Mines. The management of the mines works under the Chief Superintendent, Bhilai Steel Plant. The Labour Welfare Officer of the Bhilai Steel Plant, Mr. Bisan, looks after the manual of Rajhara Group of Mines. Facilities like the allotment of work, working hours, removal of over burden is looked after by the B.S.P. management and the Mines Manager looks after their welfare. He has further stated that the regular workers of Quartzite Mines are sometime transferred to other mines like Iron Ore, Limestone and Dolomite of which Mr. Goraiyya and Shri Nag Babu are the example. The products of all these mines are consumed by the B.S.P. The Supreme Court has discussed the real employer and employee relationship in various authorities. In the case of Hussainbhai Vs. The Alath Factory Thezhilzi Union Kozhikode (AIR 1978 SC 1410=1980 (37) FLR 136) it was held as follows :—

"The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill and continued employment. If he, for any reason chokes off the worker is virtually, laid off. The presence of intermediate contractors with whom alone with workers have immediate or direct relationship excontract is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment, discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor."

In the case of State of U.P. Vs. Awadh Narain Singh 1964 (9) FLR 238) it has been held—

"Ordinarily the right of an employer to control the method of doing the work and the power of superintendence and control may be treated as strongly indicative of the relation of master and servant."

The evidence shows that the mining of Quartzite carried on at Danitola is an integral part of operation of the B.S.P.

12. On behalf of the management relying on 1985-II-LLJ p. 4 and 1985-I-LLJ p. 428 it has been contended that there is no functional integrality between the B.S.P. and the Quartzite Mines. This as already pointed out the evidence of parties proves to the contrary. However, assuming for the sake of arguments that there is absence of functional integrality and the fact that the units can exist independently on each other do not show that the two units are separate unit and do not form one establishment as has been held in the case of Wanger & Co. Vs

Their workmen (1962-II-LLJ 403). Thus on facts the authorities relied on by the management of B.S.P. do not help them.

13. Bhilai Steel Plant has raised another similar objection though not raised at the time when it was noticed as party to the dispute by my learned predecessor on 20-8-1982 that B.S.P. was neither party to the dispute nor to the reference. Therefore the B.S.P. could not have been arrayed as a party. This objection also fails to the ground like the previous one. The strike notices dated 4-5-1978 (Ex.D|10), Ex.D|15 dated 5-7-1980, Ex. M|1 dated 10-11-1981 were given by the Sangh to the B.S.P. The B.S.P. was also a party to the conciliation proceedings as is apparent from the record notes of discussion before the R.L.C. (C) Ex. D|1 to Ex. D|9 for the period between 1-6-78 to 27-9-1984. The Schedule to the reference reproduced above says 'whether the demand of the workmen of the Danitola Quartzite Mines of Bhilai Steel Plant for improvement in their present wage structure is justified'. The above facts clearly go to show that B.S.P. was not only a party to the dispute but also a party to the reference though perhaps on account of clerical mistake a copy of the reference was not sent to Bhilai Steel Plant. My learned predecessor was therefore right in joining B.S.P. as a party. In view of these facts 1961-I-LLJ 26 and 1966-I-LLJ 735 relied on by the B.S.P. do not help them. I, therefore, hold that there is an industrial dispute between the workmen and the real employer, the Bhilai Steel Plant, and the contractors whether the previous one or the existing one are not necessary parties.

14. The next contention raised is that Chhattisgarh Mines Shramik Sangh (CMSS) does not represent the workmen employed by the B.S.P. in Danitola Quartzite Mines. No material is placed before me by the management in this regard during the evidence or the arguments. The evidence adduced by the workmen proves to the contrary. Ex. D|15 and Ex. D|16 strike notices respectively dated 15-7-80 and 4-5-1978 go to show that C.M.S.S. had in fact given strike notice. The copy of record notes of discussion Ex. D|1 to Ex. D|9 further go to show that the conciliation proceedings had taken place between the management and the C.M.S.S. on behalf of the workmen. In fact, settlement Ex. D|10 to Ex. D|13 arrived at between B.S.P. and the C.M.S.S. are relied on by the management in support of their certain plea. Thus it is crystal clear that C.M.S.S. throughout had been representing these workmen.

15. Next preliminary objection is that the wage structure is decided by the Apex Body called the N.J.C.C. in negotiation with the national trade unions. Therefore no dispute on wage structure could be and was raised by any union in respect of workman employed in Danitola Mines. This contention is self contradictory. This very Union C.M.S.S. and the management of the B.S.P. have been negotiating wages and other fringe benefits with respect to not only these workman but also other mines like Iron Ore, Limestone and Dolomite mines and in fact negotiated wage structure has been

provided to other workmen of the captive mines except the present. N.J.C.C. may be considering periodically wage structure and revision of wages of the workmen but this does not deprive the management of B.S.P. from considering and C.M.S.S. from raising the dispute. Thus this objection is also worthless.

16. Management laid great stress on the objection that the Sangh agreed to drop the demand of revision wages in settlement before the R.L.C. (C) dated 15-4-1984 (Ex. D|10 to Ex. D|11 and Ex. M|7 and Ex. M|8). On behalf of the management, it has been contended that the question of revision of wages was dropped as a part of settlement. On the other hand, the contention of the Sangh is that it was dropped because the matter had already been referred to this Tribunal and in the interest of industrial peace. The settlement itself does not give any reason either assigned by the management or by the Sangh. In such circumstances the historical document in which the demand was dropped has to be considered. The record notes of discussion dated 1-6-78 (Ex. D|3 to Ex. D|8 go to show that regarding part of the demand of 20% annual bonus the management had itself taken the stand that the matter is seized in conciliation and failure report had been sent. Further regarding the demand of Steel Wage Board Recommendations the stand taken by the management was that they agreed that before departmentalisation this will be discussed with the Union so that a suitable wage structure is implemented. This does to show that the reason stated by the Sangh for dropping the demand is true. I am fortified in this view of mine by the short recital of the case given in the Settlement dated 15-4-1984 (Ex. D|10 which clearly says "During the conciliation before the RLC it was agreed by both the parties that issue of wage revision of departmental piece rated would be discussed and settled separately". It was in view of this, it appears that the Union agreed to drop the demand of item nos. 1 and 4 vide Ex. M|7. In this connection, it is also pertinent to note that the settlement dated 15-4-1982 is with regard to "rise in wages" while the reference before this Tribunal is with regard to the "same and similar wages" as other piece rated manual workers in other mines of B.S.P. The demand therefore cannot said to be exactly the same. For the reasons discussed above, I hold that the instant dispute has not been resolved through the Memo of Settlement dated 15-4-1982. Therefore it cannot be said that the present reference becomes infructuous.

17. Coming to the main issue about the reference Hon'ble Supreme Court in the case of Express Newspaper Vs. Union of India (AIR 1958 SC 578) has clarified the concept of living wages, minimum wages and fair wages as under :—

"Fair Wage" is the concept of a wage which is a mean between the 'living wage' which is the ideal and the minimum wage fixed by statute below which no industry can be allowed to go, which itself, as said above, must be something more than the bare subsistence wage."

It has further been laid down that actual level of fair wage at any given time will therefore demand upon the following factors which must always be taken into account :—

- (i) the productivity of labour,
- (ii) the prevailing rates of wages in the same or similar industries in the same or neighbouring localities,
- (iii) the level of the national income and its distribution,
- (iv) the place of the industry in the economy of the country, and
- (v) the present economic position of the industry and its prospects in the near future.

It has further been laid down that "the relevant criteria should be the capacity of industry in its specified region and as far as possible the same wage should be prescribed for all the units of that industry in that region. In other words, the capacity should be gauged on an industry-cum-region basis, provided the increase of rates of wages should not be so heavy as to deprive the employer out of business." The same view has been reiterated in the case of *Lipton Ltd. Vs. Their Employees* (AIR 1959 SC 676); *Crown Aluminium Works Vs. Their workmen* (AIR 1958 SC 30); *French Motor Car Company Vs. Their Workmen* (1962-II-LLJ 744). In the light of the above observations the present dispute has to be approached.

18. In this regard, minutes of conciliation proceedings held on 31-12-1981 (Ex. D|7) Clause 1.1 regarding justification of demand clearly shows not only the plight of workmen of Danitola Quartzite Mines, but also the discrimination from other workers of the other captive mines of the same region i.e. Iron Ore, Limestone Mines. As such, it will be useful to reproduce it below :—

"1.1 The rise in wages for the workers of Danitola Quartzite Mines from retrospective effect

Regarding this demand the representative of the Union stated that it is a fact that in Danitola Quartzite Mines the workers are piece rated workers and the Government notifications for minimum wages is not followed. 60% of the workers continuously getting wages less than the minimum guaranteed wage because they can not fulfill their norms provided by the Bhilai Steel Plant due to bad working conditions and other means of the Bhilai Steel Plant. Moreover the norms fixed by the BSP is very high, which cannot be achieved by the workers. In the last letter dated 16-7-81 the Ministry of Labour accepted that the demand of rise in wages is not an illegal or unjustified. Moreover this demand was first raised by the Union in their charter of demand dated 4-3-1978 long with the workers of other captive mines of Bhilai Steel Plant i.e. Iron Ore, Lime Stone and Danitola Mines. The demand regarding the rise in

wages in respect of the workers of Lime Stolen Dolomite and Iron Ore Mines have already been settled and the workers are getting new negotiated wages from 1-12-1979. So in case of workmen of Quartzite Mines new negotiated wage should be paid in the same line like other Mines."

The same position emerges out from the settlements dated 15-4-1984 (Ex. D|10 and Ex. D|11=Ex. M|7 and Ex. M|8) dated 10-2-1984 Ex. D|12, Ex. D|13 dated 15-4-1982. Even the Ministry of Labour while refusing the same type of wage structure and other facilities from the same date to all the workers of captive mines of B.S.P. realised the apathy of these workmen which is crystal clear from the following observations made regarding Demand No. 1 in letter dated 16-7-81 (Ex. D|17):—

"No doubt there is a big disparity in the wages of workers in different captive mines of the Bhilai Steel Plant, it is not considered possible to bring about parity in the wage-structure because the principle accepted for wage-structure at present is industry-cum-region wise and parity in different industries cannot be secured in view of the nature of industry and the type of work involved. However, the workers are free to demand rise in wages for the individual mines."

As regards the nature of industry and type of work referred to above the workmen have filed affidavits of certain workmen Ex. L|19 to Ex. D|22 which go to show that the nature of industry and type of work involved is practically the same. In this connection, it is pertinent to note the Union has relied on the pay slip of Budha Bai (Ex. D|24) who is getting the gross pay of Rs. 1588.38 though she is only required to provide drinking water to the workmen. Compare to this, the scheme of wage rates dated 30-1-1980 (Ex. D|14) goes to show that besides other allowances the wages paid to the piece rated workmen amount only to a sum of Rs. 17.72 per day. The photographs Ex. D|23 relied on by the Union shows the discrimination in their living conditions.

19. The above evidence throws light on the productivity of labour, the prevailing discrimination in the rates of wages in the same or at least similar industry in the same neighbouring locality. B.S.P. is one of the major iron industry of our country and its income and place in the economy of our country cannot be doubted. Its potentiality in near future cannot also be doubted at all. Capacity of B.S.P. to pay fair wages to these negligible number of workmen i.e. about 225 can also be not doubted specially when it can afford the luxury to pay to its departmentalised workmen of the similar industry a negotiated wage structure such higher than what these workmen are getting. Not only managerial staff are being paid huge salaries but even the same class of workmen like the water supplier is getting much more higher wages than these workmen. The standing of the B.S.P. and the extent of labour force employed by them, the extent of their respective customers is obvious looking to the na-

ture of industry. So its capacity to pay cannot be doubted as has been held in the cases of Novex Dry Cleaners Vs. Its workers (AIR 1962-1-LLJ 271) and Williamsons (I) Pvt. Ltd. Vs. Its workmen (1962-1-LLJ 302). In this connection, it will not be out of place to quote the observations made by the Hon'ble Supreme Court in the case of P. Savita and others Vs. Union of India & Others (AIR 1985 SC 1124) here as under :—

“The question involved in this appeal brings to force how the equality doctrine embodied in the Constitution of India is attempted to be flouted by some authorities under cover of artificial divisions, dividing persons doing the same work into two groups without any justification and denying to one group by way of pay and emoluments what the other group gets.”

20. On behalf of the management it has been contended that these are piece rated workers working under the contractors and therefore their wages cannot be compared with those of departmentalised workmen. This contention has been answered by the Supreme Court in the case of Hindustan Hosiery Industries Vs. F.H. Lala (1974 (28)FLR 213), wherein it has been stated —

“that even in piece rate it will be necessary to look around to find some co-relation with the time rates of the same or similar class of workers. It has also been held that it is no specially to avoid industrial unrest and the Tribunal ought to see that the piece rates do not derive workers to fatigue to the limit of exhaustion.”

21. Last but not the least are the consideration about the cost of living which has arisen generally during this period and in such circumstances the case of revision of wages becomes irresistible as has been held in the case of Hindustan Times Ltd. Vs. Their workmen (AIR 1963 SC 1332).

22. On behalf of the management it has been contended that the management takes care of these workmen by providing minimum wages under the Minimum Wages Act. Therefore there is no case for a revision. The question is whether they are at the level of fair wages and if they are not getting fair wages a case for revision fairly exist as has been held in the case of Lipton Ltd. (supra). The “fair wage” means sufficiently high to provide a standard family with food, shelter, clothing, medical care, education of children, appropriate to the workmen but not at a rate exceeding his wage earning capacity in class of establishment to which he belongs as has been held in Kamani Metals and Alloys Ltd. Vs. Their workmen (1967-II-LLJ 55). The fair wages cannot be refused merely out of fear that such revision in one region will disturb conditions in that industry in other regions and bring unrest there (Lipton Ltd. (supra) relied on).

23. For the reasons aforesaid, I am of the opinion that the workmen who are very small in number as compare to the huge establishment of the B.S.P. are entitled to the revision of their wages i.e. fair wages.

24. Now the question remains as to what should be the fair wages. To my mind, the relevant criteria would be the industry-cum-region basis. In other words, they should get the same negotiated wage, as other departmentalised workers are getting in Iron Ore, Limestone and Dolomite Mining. However, I do not agree with the Sangh that this Tribunal should also order departmentalisation. The reason is that there is no reference in this regard and this Tribunal cannot travel beyond the reference.

25. Last question remains as to from what date the revision of wages should be granted. No doubt these workmen are agitating from the year 1978 but I find that the conciliation failure report was sent to Government, who on principle agreed that there is a disparity in the wages of the workers of different captive mines of B.S.P. and accepted the principle of industry-cum-region basis and as such directed that the workers are free to demand rise in wages for the individual mines (See Ex. D.1/ dated 16-7-81). Therefore, to my mind these workmen are entitled to revision of wages from that very day i.e. 16-7-1981. Consequently I answer the reference as under :—

The demand of the workmen of Danitola Quartzite Mines of Bhilai Steel Plant for improvement in their present wage structure is justified. They are, therefore, entitled to negotiated wages and other fringe benefits as granted to other departmentalised workers of Iron Ore, Dolomite and Limestone Mines of the same region with full back wages, arrears and all other benefits (over and above which they are already getting at present) from 16th July 1981. This should be done within three months from the date of publication of the award. The management will also pay Rs. 1000/- as costs to the Union.

V. S. YADAV, Presiding Officer

[F. No. L-29011/52/80-D. III(B)]

SHASHI BHUSHAN, Under Secy.

Dated 4-2-1986

नई दिल्ली, 26 फरवरी, 1986

आवेष्ट

का. भा. 1014—मै. नटराज सेरेमिक्स और कैमिकल्स लि. खम्भा-लिया, के प्रबंधक और उनके कर्मचारों के बीच, जिसका प्रतिनिधित्व गुजरात सरकार खान श्रमिक संघ, सीतापुर करती है के बीच एक औद्योगिक विवाद विद्यमान है ;

और उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के अधीन एक लिखित करार द्वारा उक्त विवाद को माध्यस्थता के लिए निर्देशित करने का करार कर दिया है और उक्त अधिनियम की धारा 10क की उप धारा (3) के अधीन उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी गई है।

घटः, अब उक्त अधिनियम की धारा 10 क की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त करार को एतद्द्वारा प्रकाशित करती है।
(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन के बीच

नियोजकों का प्रतिनिधित्व करने वाले : 1. श्री क० राजाराव, खान प्रबंधक,
मै श्री नटराज सेरेमिक्स एंड
कैमिकल्स इंडिया लि० पोस्टबॉक्स
संख्या- 10, खम्भालिया, आसनगर।

New Delhi, the 26th February, 1986

कर्मकार/कर्मकारों का प्रतिनिधित्व करने वाले : 1. श्री डी. बी. चुडासमा, जनरल सेक्रेटरी, गुजरात राज्य खान श्रमिक संघ (एम. डब्ल्यू.), मीपुडार, जिला जामनगर।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री डी. ए. छाया, श्रम स्यालयालय, राजकोट के सेवा निवृत्त न्यायाधीश के मध्यस्थता के लिए निर्देशित करने का करार किया गया है।

1. विनिर्दिष्ट विवाद वस्तु विषय : मेवासा खानों में नियुक्त देवायत देवा और 4 अन्य श्रमिकों की श्रमिकयुक्त गलत तरीके से सेवा समाप्ति।
 2. विवाद के पक्षकारों का विवरण : 1. गुजरात राज्य खान श्रमिक संघ, जिसमें अंतर्बन्धित स्थापना या उपक्रम म ठापुर। का नाम और पता भी सम्मिलित है। 2. श्री नटराज सेरेमिक्स एंड केमिकल्स इंडिया लि., पोस्ट बॉक्स संख्या 10, जामखम्भालिया।
 3. यदि कोई कर्मकार स्वयं विवाद में धनुर्बंध "क" के अनुसार अंतर्गस्त है तो उसका नाम या यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम
 4. प्रभावित उपक्रम में नियोजित 5 कर्मकार कर्मकारों की कुल संख्या।
 5. विवाद द्वारा प्रभावित या मभावित 5 कर्मकार प्रभावित होने वाले कर्मकारों की प्रकलित संख्या।
- *हम यह करार भी करते हैं कि मध्यस्थ (यो) के अधिवाश विनिर्णय हम पर बाबद कर होंगे।

यदि मध्यस्थ मनीषपूर्ण निर्णय देने में असमर्थ होते हैं, तो वे किसी अन्य व्यक्ति को निर्णायक नियुक्त करेंगे जिसका पंचाट हम पर बाबद कर होगा।

मध्यस्थ अपना (अपने) पंचाट तीन मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व बणित कालावधि के भीतर पंचाट नहीं दिया जाता तो मध्यस्थ के लिए निवेश स्वतः रद्द हो जाएगा और हम नए मध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले कर्मचारियों का प्रतिनिधित्व करने वाले

ह./---

ह./---

(श्री के. राजाराव,)

(श्री डी. बी. चुडासमा)

खान प्रबन्धक

जनरल सेक्रेटरी,

(एस.एम.सी.सी.आई.एल.)

गुजरात राज्य खान

खम्भालिया

श्रमिक संघ

साथी

1. ह./--- सजय बी. जाणी, श्री नटराज सेरेमिक्स एंड केमिकल्स इंडिया लि., पोस्ट बॉक्स नं. 10, जमखम्भालिया।

2. ह./--- जगदीश ठाकर, प्रबंधक, मै. विनोद केमिकल्स प्रा. लि. खम्भालिया।

[संख्या एल.-29013/2/86-डी-3(बी)]

ORDER

S.O. 1014 Whereas an industrial dispute exists between the management of M/s Natraj Ceramics & Chemicals Ltd., Khambhalia and their workmen represented by Gujarat State Mines Workers Union, Mithapur.

And Whereas, the said employers and their workmen have by a written agreement under Sub-Section(1) of the Section 10A of the Industrial disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to Arbitration and have forwarded to the Central Government under sub-section (3) of Section 10A of the said Act, a copy of the said arbitration agreement;

Now therefore, in pursuance of sub-section (3) of Section 10A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Representing employers: Mr. K. Rajarao, Mines Manager, M/s Shri Natraj Ceramics & Chemicals India Ltd., Post Box No. 10, Khambhalia, Jamnagar.

Representing workman/workmen: Mr. D.B. Chudasama, General Secretary, Gujarat State Mines Workers Union (N.W.), Mithapur Distt. Jamnagar.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri D.A. Chhaya, a Retired Labour Court Judge, Rajkot.

- | | |
|---|---|
| (i) Specific matters in disputes: | Alleged wrongful termination of services of Devayat Deva & 4 others workmen employed at Mevasa Mines.) |
| (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved; | (1) Gujarat State Mines Workers Union, Mithapur.
(2) Shri Natraj Ceramics & Chemicals India Ltd., Post Box No 10, Jamkhambhalia. |
| (iii) Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workman in question: | As per the Annexure 'A' |
| (iv) Total number of workmen employed in the undertaking affected: | 5 workers |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | 5 workers |

*We further agree that.....the majority decisions of the arbitrators be binding on us.

In case the arbitrators are equally divided in their opinion, that they shall appoint another person as umpire whose award shall be binding on us.

The arbitrator(s) shall make his (their) award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to

arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration

Signature of the parties

Representing employer: Mr. K. Rajarao Sd/
Mines Manager (SNCCL).
Khambhalia.

Representing workmen: Mr. D.B. Chudasama Sd/
General Secretary.
Gujarat State Mines Workers
Union.

Witnesses:

(1) Sd/ Sanjay B. Joshi, Shri Natraj Ceramics &
Chemical India Ltd., Post Box No. 10,
Jamkhambhalia.

(2) Sd/ Jagdish Thakker, Manager, M/s Vinod
Chemical Pvt. Ltd., Khambhalia.

[F.No. L-29013/2/86-D.-III (B)]

भाषण

भा. आ. 1015:—मैसर्स नटराज सैरामिक्स एंड केमिकल्स लि., खम्बहलिया के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों जिसका प्रतिनिधित्व गुजरात स्टेट माइन्स वर्कर्स यूनियन, मीठापुर जामनगर करती है, के बीच एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उप धारा (1) के अधीन एक लिखित करार द्वारा उक्त विवाद को माध्यस्थता के लिए निर्देशित करने का करार कर लिया है और उक्त अधिनियम की धारा 10 की उप धारा (3) के अधीन उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी हुई है।

अतः, अब, उक्त अधिनियम की धारा 10-क की उप धारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थता करार को एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

के बीच

पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व करने वाले : श्री के. राजराव, आम प्रबन्धक
मैसर्स नटराज सैरामिक्स एंड
केमिकल्स इंडिया लिमिटेड,
पोस्ट बाक्स -10, खम्बहलिया,
जिला—जामनगर

कर्मचारों का प्रतिनिधित्व करने वाले 1. श्री डी. बी. चुडासमा,
जनरल सेक्रेटरी, गुजरात स्टेट
माइन्स वर्कर्स यूनियन
(एन. डब्ल्यू.), मीठापुर,
जिला—जामनगर।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री डी. ए. छाया, श्रम व्यापार, राजकोट के सेवा निवृत्त व्यापारी के माध्यम से के लिए निर्देशित करने का करार किया गया है।

1. विनिर्दिष्ट विवादग्रस्त विषय : सेवासा बाक्स-10 खान में नियोजित मांजी जीवा और 22 कर्मचारों की सेवाओं के अभिकथित गणत वंग में समाप्त करना।

2. विवाद के पक्षकारों का विवरण, 1. गुजरात राज्य खान श्रमिक जिसमें प्रत्येक स्थापना या उप-यूनियन, मीठापुर।
क्रम का नाम और पता 2. मैसर्स श्री नटराज सैरामिक्स एंड केमिकल्स इंडिया लि., पोस्ट बाक्स-10 खम्बहलिया जामनगर।

3. कर्मकार का नाम यदि वह स्वयं प्रत्येक "क" के अनुसार विवाद में अन्तर्बन्धित हो, या यदि कोई संघ प्रत्येक कर्मकारों का प्रतिनिधित्व करना हो तो उक्त नाम।

4. प्रभावित उपग्रह में नियोजित 23 कर्मकार कर्मचारों की कुल संख्या

5. विवाद द्वारा प्रभावित या 23 कर्मकार संभाव्यतः प्रभावित होने वाले कर्मचारों की प्राक्कलित संख्या

हम यह करार भी करते हैं कि माध्यस्थता के अधिकांश निर्णय हम पर बाध्यकारी होंगे।

यदि माध्यस्थता के निर्णय नहीं दे पाते तो वे दूसरे व्यक्ति को निर्णायक नियुक्त करेंगे जिसका पंखाट हम पर बाध्यकारी होगा।

माध्यस्थता पंखाट तीन मास की कालावधि या इतने और समय के भीतर, जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा (देंगे)। यदि पूर्व वर्णित कालावधि के भीतर पंखाट नहीं दिया जाता तो माध्यस्थता के लिए निर्देश स्वतः रद्द हो जायगा और हम नए माध्यस्थता के लिए बातचीत करने को म्बन्धित होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

ह./— श्री के. राजराव, आम प्रबंधक, (एल. एम. सी. सी. आई. एन.) खम्बहलिया।

कर्मचारों का प्रतिनिधित्व करने वाले

ह./— श्री डी. बी. चुडासमा,

जनरल सेक्रेटरी, गुजरात राज्य खान श्रमिक यूनियन, साक्षी

1. ह./— संजय बी. जोशी, श्री नटराज सैरामिक्स एंड केमिकल्स इंडिया लि., पोस्ट बाक्स-10, खम्बहलिया।

2. ह./— जगदीश ठाकर, मैसर्स विनोद केमिकल्स, प्रा. लि. खम्बहलिया।

[एल.-29013/1/86-डी-3 (बी)]

ORDER

S.O 1015 —Whereas an industrial dispute exists between the management of M/s Natraj Ceramics & Chemicals Limited, Khambalia and their workmen represented by Gujarat State mines Workers Union, Mithapur, Jamnagar;

And whereas, the said employers and their workmen have by a written agreement under Sub-Section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to Arbitration and have forwarded to the Central Government under sub-section (3) of Section 10A of the said Act, a copy of the said arbitration agreement;

Now therefore, in pursuance of sub-section (3) of Section 10A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Names of the Parties

Representing Employers: Mr. K. Rajarao, Mines Manager, M/s Shri Natraj Ceremics & Chemicals India Limited, Post Box No. 10, Khambhalia, Distt. Jamnagar.

Representing workman/workmen: Mr. D.B. Chudasama, General Secretary, Gujarat State Mines Workers Union (N.W.) Mithapur, Distt. Jamnagar.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri D.A. Chhaya, a Retired Labour Court Judge, Rajkot.

- (i) Specific matters in disputes:— Alleged wrongful termination of services of Manji Jiva and 22 workmen employed at Mevasa Bauxite Mines.
- (ii) Details of the parties: to the dispute including the name and address of the establishment or undertaking involved: (1) Gujarat State Mines Workers Union, Mithapur. M/s Shri Natraj Ceremics & Chemical India Ltd., Post Box No. 10, Khambhalia, Jamnagar.
- (iii) Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workman in question :— As per the annexure 'A'
- (iv) Total number of workmen employed in the undertaking affected: 23 Workers
- (v) Estimated number of workmen affected or likely to be affected by the dispute. 23 Workers

*We further agree thatthe majority decisions of the Arbitrator(s) be binding on us.

In case the arbitrators are equally divided in their opinion, that they shall appoint another person(s) as umpire whose award shall be binding on us.

The arbitrator(s) shall make his (their) award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing employer: Mr. K. Rajarao, Sd/- Mines Manager(SNCCIL), Khambhalia,

Representing workmen: Mr. D.B. Chudasama Sd/- General Secretary, Gujarat State Mines Workers Union.

Witnesses:

- (1) Sd/- Sanjay B. Joshi; Shri Natraj Ceremics & Chemicals India Limited, Post Box No. 10, Jamkhambhalia.
- (2) Sd/- Jagdish Thakker, Manager, M/s Vinod Chemical Pvt. Ltd. Khambhalia.

[F.No. L-29013/1/86-D-III(B)]

प्रारंभ

का. आ. 1016:—मैसर्स नटराज सेरेमिक्स एंड केमिकल्स लि., खम्भालिया के प्रबंध तंत्र और उनके कर्मचारों जिनका प्रतिनिधित्व गुजरात राज्य खान श्रमिक संघ, मीठापुर करता है, के बीच एक औद्योगिक विवाद विद्यमान है ;

और उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उप धारा (1) के अधीन एक लिखित करार द्वारा उक्त विवाद को माध्यस्थ के लिए निर्देशित करने का करार लिया है और उक्त अधिनियम की धारा 10-क की उप धारा (3) के अनुसार उक्त माध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ।

अतः, अब, उक्त अधिनियम की धारा 10-क की उप धारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को एतद्वारा प्रकाशित करती है ।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन) के बीच

नियोजकों का प्रतिनिधित्व करने वाले : 1. श्री के. राजाराम, खान प्रबंधक, मैसर्स श्री नटराज सेरेमिक्स एंड केमिकल्स इंडिया लि., पोस्ट बॉक्स संख्या-10, खम्भालिया, जामनगर ।

कर्मकार/कर्मचारों का प्रतिनिधित्व करने वाले : 1. श्री डी. बी. चुडामा, जनरल सेक्रेटरी, गुजरात राज्य खान श्रमिक संघ (एन. डब्ल्यू.), मीठापुर, जिला—जामनगर ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री डी. ए. छाया, श्रम न्यायालय, राजकोट के सेवा निवृत्त न्यायाधीश के माध्यम से के लिए निर्देशित करने का करार किया गया ।

1. निम्नलिखित विवाद प्रस्त विषय : मेवसा खानों में नियोजित श्री काजी नाजर और अन्य 27 कर्मचारों की अभिकथित गलत ढंग से सेवा समाप्ति ।
2. विवाद के पक्षकारों का विवरण, 1. गुजरात राज्य खान श्रमिक संघ, मीठापुर ।
जिसमें अंतर्भावित स्थापन या उप-क्रम का नाम और पता भी सम्मिलित है । 2. श्री नटराज सेरेमिक्स एंड केमिकल्स इंडिया लि., पोस्ट बॉक्स संख्या-10, जामखम्भालिया

3. यदि कर्मकार स्वयं विवाद में अस्-प्रस्त है, तो उसका नाम या यदि कोई संघ प्रस्त कर्मचारों का प्रतिनिधित्व करता हो तो उसका नाम । अनुबन्ध 'क' के अनुसार ।

4. प्रभावित उपक्रम में नियोजित 28 कर्मकार कर्मचारों की कुल संख्या ।

5 विवाद द्वारा प्रभावित या संस्था- 28 मार्च 1986

व्यक्त: प्रभावित होने वाले कर्म-

कारों की प्राकल्पित संख्या

हम यह करार भी करते हैं कि मध्यस्थ(ओं) के प्रधिकृत विनियम हम पर बाबंदकर होंगे।

यदि मध्यस्थ सर्वोच्च पूर्ण निर्णय देने में असमर्थ होते हैं, तो वे किसी अन्य व्यक्ति को निर्णायक नियुक्त करेंगे। जिसका पचाट हम पर बाबंदकर होगा।

मध्यस्थ अपना (अपने) पचाट तीन मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पचाट नहीं दिया जाता तो मध्यस्थ के लिए निर्देश स्वतः रहें जो जायगा और हम नए मध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले:

श्री के. राजारव, ह./-

खान प्रबंधक (एम. एन. सी. आई. एन. सी.)

खम्भाधिया।

कर्मकारों का प्रतिनिधित्व करने वाले:

श्री डी. बी. चुडासमा, ह./-

जनरल सेक्रेटरी, गुजरात राज्य खान श्रमिक यूनियन।

माजी

1. ह./- संजय बी. जोशी, श्री नटराज सेरेमिक्स एंड केमिकल्स इंडिया लि., पोस्ट बॉक्स संख्या 10, जामखम्भाधिया।

2. श्री जगदीश ठाककर प्रबंधक, मैसर्स विनोद केमिकल्स प्रा. लि., खम्भाधिया।

[फा. सं. एन-29013/3/86-बी-3 (बी)]

शशि भूषण अवर सचिव

ORDER

S. O. 1016:—Whereas a industrial dispute exists between the management of M/s Natraj Ceremics & Chemicals Ltd., Khambhalia and their workmen represented by Gujarat State Mines Workers Union, Mithapur;

And whereas, the said employers and their workmen have by a written agreement under Sub-Section (1) of the Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to Arbitration and have forwarded to the Central Government under sub-section (3) of Section 10A of the said Act, a copy of the said arbitration agreement;

Now therefore, in pursuance of sub-section (3) of Section 10A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Representing employers: Mr. K. Rajarao, Mines Manager, M/s Shri Natraj Ceremic & Chemicals India Ltd., Post Box No. 10, Khambhalia, Jamnagar.

Representing workman/
workmen:

Mr D.B. Chudasama, General Secretary, Gujarat State Mines Workers Union (N.W.) Mithapur, Distt. Jamnagar.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri D.A. Chhaya, a Retired Labour Court Judge, Rajkot.

(i) Specific matter in disputes:

Alleged wrongful termination of services of Haji Najar and 27 workmen employed at Mevasa Mines.

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved;

(1) Gujarat State Mines Workers Union, Mithapur
(2) Shri Natraj Ceremics & Chemicals India Ltd., Post Box No. 10, Jamkhambhalia.

(iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union if any, representing the workmen in question:

As per the Annexure 'A'.

(iv) Total number of workmen employed: 28 workers in the undertaking affected:

(v) Estimated number of workmen affected or likely to be affected by the dispute. 28 workers

*We further agree that the majority decisions of the arbitrator(s) be binding on us.

In case the arbitrators are equally divided in their opinion, that they shall appoint another person as umpire whose award shall be binding on us.

The arbitrator(s) shall make his (their) award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing employer: Mr. K. Rajarao Sd/-
Mines Manager (SNCCIL)
Khambhalia.

Representing workmen: Mr. D.B. Chudasama Sd/-
General Secretary.
Gujarat State Mines Workers Union.

Witnesses:

(1) Sd/- Sanjay B. Joshi, Shri Natraj Ceremics & Chemicals India Ltd., Post Box No. 10, Jamkhambhalia.

(2) Sd/- Jagdish Thakker, Manager, M/s Vinod Chemical Pvt. Ltd. Khambhalia.

[F.No. L-29013/3/86-D.-III(B)]
SHASHI BHUSHAN, Under Secy.

का. आ. 1017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार सिंगरेनी कोलियरीज कंपनी लिमिटेड, गोदावरीखानी, करीमनगर के प्रबंधकों से सम्बद्ध विवादों और उनके कार्यचारों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार को 13 फरवरी, 1986 को प्राप्त हुआ था।

S.O. 1017.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Central, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Godavarikhani, Karimnagar Distt. and their workmen, which was received by the Central Government on the 13th February, 1986.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESNT:

Sri J. Venugopala Rao, Industrial Tribunal

Industrial Dispute No. 30 of 1983

BETWEEN

Workmen of Singareni Collieries Company Limited,
Godavarikhani, Karimnagar District, A.P. ;

AND

The Management of Singareni Collieries Company Limited, Godavari Khani, Karimnagar District, A.P.

APPEARANCES:

Sarvasri G. Bikshapathi and V. Ravinder, Advocates for workmen.

Sri K. Srinivasa Murthy and Miss G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour and Rehabilitation, by its Order No. L-22011/114/82-D.III(B) dated 19th December, 1983 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Messrs Singareni Collieries Company Limited, Godavari Khani and their workmen to this Tribunal for adjudication:

"Whether the management of Messrs Singareni Collieries Company Limited, Ramagundam Division-II, P.O. Godavarikhani, District Karimnagar (A.P) are justified in not considering Sri Are Gattaiiah Trammer, for promotion as Rope Splicer? If not, to what relief is the workman concerned entitled and from what date?"

This reference was registered as Industrial Dispute No. 30 of 1983 and notices were issued to the parties.

2. It is mentioned in the claims statement that Are Gattaiiah is appointed as General Mazdoor in the year 1963 and about two years back he was promoted as Trammer in Category IV. As there was requirement of service of rope splicer the Management has been utilising the services of such workmen as rope splicer which is Category V post and the Management is issuing authorisation from time to time to that effect. There were occasions that he worked as rope splicer without such authorisation at the Instructions of the Management. The workmen were engaged as rope splicers ultimately from the year 1975 onwards and he made representations on 17-12-1978 to the Divisional Superintendent, Ramagundam Division for promoting the workman as

Category V since he has been discharging the duties of Category V for the last two years. However the Management by letter dated 13-9-1978 they refused to promote the workman on the ground that there was no vacancy. On 24-1-1979 the workman again made representation to the Management requesting him to promote him to Category V for which there was no response. Then the Petitioner Union made a representation on 21-2-1979 to the Divisional Superintendent stating that he was acting in a particular vacancy in the place of Sri K. Ramulu and Karka Narayana as they were transferred to other Mines. The Union made a representation on 17-3-1979 also and having failed to get substantial justice, the matter was referred to the Tribunal after failure of conciliation proceedings. The contention of the Management is that the workman is not entitled for promotion, is not tenable having taken his service in a higher category for a number of years as rope splicer. Even after the transfer of workmen to 5-A Incline from 1-4-1979 he had been performing the duties of rope splicer and the Management withholding the promotion of the workman so as to harass him without any reason, amounts to victimisation. The action of the Management amounts to unfair labour practice and victimisation.

3. In the counter filed by the Management it is stated that Are Gattaiiah was originally appointed as General Mazdoor on 7-12-1963. According to him originally Trammer post was under the Category III and on the basis of Raghunath Reddy's Award dated 11-2-1974 the Trammers working in the Company were placed in Category IV and that the claimant was given Category IV as stated in the claims statement. So the claimant has to discharge the functions of Trammers as per the job description by the Central Wage Board for Coal Mining Industry in normal course of discharging his duties.

4. The rope splicer is employed for splicing the steel rope and he is competent person under C.M.R and he would be assisted by a Hammerman (Rope/Rope-striker). At no point of time Sri Are Gattaiiah has discharged the duties of rope splicer continuously as there was a regular rope splicer of the Mine on rolls. Of course whenever there are exigencies or in the absence of rope splicer, the Hammerman who will be assisting the rope splicer, will carry out the duties of rope splicer and got acting allowance for the period he had worked. Some time other categories of workers are also authorised to carry out the job as per the exigencies of work. If the rope splicer is not on duty the Hammerman will be authorised to discharge his duties. Sometimes an experienced person who is having knowledge of job to discharge the duties of rope splicer may also be called to discharge such duties. Similarly the claimant herein was called upon to discharge the duties of rope splicer occasionally. It is incorrect to allege that the claimant is discharging his duties of rope splicer continuously as alleged in the petition as there were already regular rope splicers. The rope splicers job is a skilled job. He has to see that there was no breakage of rope and that it is intact and it is a duty to avoid accident due to break down of the rope. Normally there is no promotion channel for the Trammers to the Rope Splicers post. Trammers are considered for promotion of Minshi after written test and as such the claimant is not entitled for the rope splicer's post in the normal course. The claimant had temporarily worked as rope splicer in the absentee and leave vacancy but never worked continuously as rope splicer. The claimant was permitted to carry out the duty of rope splicer when Hammerman and rope splicer were not on duty and he was paid acting allowance. But it is incorrect to say that he was discharging this duty continuously from the year 1975 onwards. When vacancies arose in 7-A Incline Division II of rope splicer, this claimant as well as one Jangaiah and Komariah were also permitted to appear for the trade test in the year 1980 along with other strikers. Both the Trammers have not fared well in the written test as such they would not be considered for rope splicers post.

(a) The workmen shall have no right for promotion as a matter of right. Promotion will be given according to seniority-cum-merit basis and qualifications and they should also fulfil all the conditions of trade test. The provision of only one rope splicer is made for each mine. So as there is no vacancy, the management has clearly stated that claimant

men's case will be considered along with others on seniority cum-merit basis when vacancies arise in future. When the claimant could not pass trade test he cannot be considered for promotion. Hence he is not entitled for the said post.

4. (a) The Petitioner himself examined as witness WW-1 and marked Exs. W1 to W13. While the Management examined two witnesses as M.Ws.1 and 2 and marked Ex. M1 to M6.

5. W.W1 who is Sri Are Guttiah depoted that he worked as Trammer in 5-A Incline previously at Ramagundam and that he was appointed as General Mazdoor in the Company in 1963 and two years later he got promotion as Trammer. According to him he was given training for two months as rope splicer and he was working since then as rope splicer till 1975. According to him, during that period he was given two hours overtime wages without giving him acting allowance. In other words they were paying him Trammer's wages and two hours overtime for the service of rope splicer.

(a) Some time later in 1976 he was shown as rope splicer, paid wages as rope splicer also. After he worked for six months as rope splicer the Management told him to go back to his original post as Trammer and he worked as Trammer for two months and due to shortage of rope splicers he was again posted as rope splicer and since then he is working continuously from that time as rope splicer and they are paying him wages as rope splicer for 10 days in a month and remaining period as Trammer.

(b) According to him there are three shifts for rope splicer also. The rope splicer is only one person and he works in general shift in a Incline. In the second shift and third shift the Trammer and Hammerman does the job of splicer. Thus in a day all three shifts either himself who is a Trammer or another who is a Hammerman have to necessarily attend as rope splicer's job every day. He mentioned that Hammerman who is attending second shift will be paid 10 days wages as rope splicer just as he was paid in a month. According to him, every incline requires per day three rope splicers but the same work is divided into three shifts, as General shift when rope splicer actually works and second shift when the Trammer works and the third shift when the Hammerman does the same job. The Trammer is paid Category IV and daily wages are paid. The Hammerman is third Category and rope splicer is in the Category V. N. Narasayya who is in Fifth Incline, he is promoted as Rope Splicer in 5-A Incline in 1978 and one Shabbir who is working as Hauler Khalasi in Category IV is promoted as rope splicer in 2nd Incline last year. It is not correct to say that the Company is not giving rope splicer grade to Hammerman. The trammers in others Inclines are also working as Rope Splicer in other shifts. The Petitioner is senior man as a Trammer in the Trammer category and the Trammers are seniors in higher categories than Hammermen. He marked Ex. W1 as the authorisation given by the Colliery Manager. Exs. W2 and W3 are copies of representation given by him seeking rope splicer category and Ex. W4 is the reply dated 13-1-1979 given by the Management. He marked Ex. W5 as representation for permitting him as rope splicer in the place of two employees who were transferred to other Mines and Exs. W6 and W7 are representations made by their Union to the Divisional Superintendent, S.C. Company Limited, with regard to the appointment appointing him to 5th category as rope splicer. Ex. W8 is dated 4-3-1979. It is a reply given by the Management and Ex. W-9 a representation made by the Vice President to the Assistant Commissioner of Labour. With regard to the same a copy to the Divisional Superintendent and Ex. W10 are the views of the Management on the representation and Ex. W11 are the views of the Union on this aspect. Ex. W12 is the minutes of the concillation proceedings dated 10-12-82 and Ex. W13 is the failure report sent to the Government by the Assistant Commissioner of Labour (Central). According to him there is a clear vacancy in 7-A Incline and he wanted that the said vacancy be filled with him as rope splicer with full wages and attendant benefits from 1975 onwards. In the cross examination he admitted that Shri Raghunath Reddy's award Category III Trammers are made Category IV. He could not say that the rope splicer is a

satutory post under Coal Mines Regulations. He admitted that the Hammerman does the rope splicer. Hammerman holds the gun and strike the rope and acts according to the directions of the rope splicer. He also mentioned that when the Hammerman and rope splicer when the trammer has no work. He admitted that he did not do anything to show that he was given training as rope splicer. According to him the Hammerman does the work of pushing the tubs loaded and unloaded by using machine. He also accepted there is only one rope splicer for every incline and he would be assisting by Hammerman to help. According to him whenever steel ropes are wornout, new steel ropes are introduced and when the new rope is fixed there is no work to rope splicer even. According to him, every Incline will have 10 to 12 ropes and whenever old rope is damaged the new rope is fixed. According to him whenever the steel rope is broken the Hammerman and Rope splicer will repair it. The Hammerman will be there in the second and third shifts. But he denied the suggestion that whenever the steel rope is broken in the second or third shift the rope splicer will be sent from his home. He also denied the suggestion that the breaking of the rope is only an occasional one and that happens once in a way. The witness mentioned that the breaking of rope will happen daily and there is record maintained of the broken ropes prepared by him. He mentioned that the Hammerman is eligible for promotion as Category V that is rope splicer and Trammerman like him the promotional post is Munshi. He asserted that when the rope splicer and hammerman repair the broken rope if the trammer is also present he will hold rope while repairing. He denied the suggestion that the Management is paying over time for two hours for holding the broken wires. He admitted that the Trammer is categorised as semi-skilled higher and rope splicer is a skilled senior job. He also admitted that there will be Trade Test for giving the post of rope splicer and he admitted that he was promoted by the Management on his application to sit for rope splicer test. He denied that only Kannak Mallalah was only the person who passed the trade test and he was recommended for promotion as rope splicer. It is his case that they were not made known the result. According to him Kanak Mallalah is a Hammerman. He denied the suggestion that he worked for the first time as rope splicer for 10 days in April, 1981 and that he did not do the said job earlier. He denied the suggestion that the particulars of duty of rope splicer done by him as per Ex. M3 are correct. According to him he was transferred to 5-A Incline in 1979 for doing the job of rope splicer and since then he was doing the said job. Though he admitted that Boya Narasiah was working as Rope splicer in 5-A Incline as per Ex. M-4. He mentioned that he and the Hammerman were doing the rope splicer's job during the second and third shifts. The Management suggested that hammerman does the job of rope splicer in the second and third shifts and not the Trammer. According to him Boya Narasiah was promoted as rope splicer without any trade test. When he was simply given on the recommendation of the Senior Manager Sri Gorg.

6. M.W.1 is the Assistant Engineer in Singareni Collieries Company, Godavari Khanl 5-A Incline. His duties are to maintain the X Plant. Machinery like Haulages, Pumps, fans etc. and various categories of workers worked under him. According to him rope splicer's job is to maintain haulage ropes, splicing of the rope, recapping of the rope and he also maintains haulage rope record book as per the Coal Mines Regulations Act. He mentioned that Boya Narasiah is a regular rope splicer in 5-A Incline and he is working there since 30th June, 1978. According to him when rope splicer is on leave or absent a rope striker will be given authorisation to act as rope splicer and in case the rope striker is not available and another person who knows the work is engaged on rope splicing after giving official authorisation. According to him normally for any major work will be done in the general shift and any back shifts they have arranged rope strikers in each shift to watch the rope not to affect any breakdown or snapping. According to him in case rope striker attends to miner job he will be paid officiating allowance. It is conceded that there is a rope splicer in general shift only and for any other shift there is no rope splicer at all. According to him if there is a break down in other shifts the rope splicer will be called to attend to the major repairs and the rope striker will be observing the movement of the rope to see that the rope is intact, and

that if the rope splicer is called back to the shift he will be paid overtime.

7. According to him if the rope splicer and rope striker are not available Category I, mazdoor and Category IV Trammer will attend to the said work and they are paid officiating allowance. So when a Trammer works as rope splicer the difference of pay between the Category IV and Category V scales will be paid to the Trammer. According to him A. Gattaiiah is only promoted in Category IV and his duties are to move the tubs to supply them empty tubs to fill with coal and raise the loaded tubs and their next promotional channel to Munshi. He admitted that there is a trade test for promotion as rope splicer and that Are Gattaiiah along with five persons attended the trade test and there was one vacancy in 7-A Incline and Kanak Mallaiiah was selected as rope splicer having secured 76 marks out of 100 in the test while Are Gattaiiah secured 60 marks out of 100. He marked the same as Ex. M-6. He denied the suggestion that Gattaiiah worked as rope splicer from 1975 onwards. In the cross examination he mentioned occasionally that Gattaiiah might have been acted as rope splicer during 1976 but not continuously, and he conceded that Gattaiiah worked as rope splicer for a period of six months at the rate of 10 days per month in 1983 and whenever he acted as rope splicer for that period, the difference of pay of the rope splicer is paid, Gattaiiah who is a Trammer. According to him they have 10 ropes in all in 5-A Incline and they should run continuously. After seeing Ex. W1 he said that Gattaiiah along with five persons attended the trade test and he conceded that Gattaiiah might be working as rope splicer whenever required from 1977 since he has authorisation.

8. M.W2 is the Senior Divisional Engineer at Godavari Khani. According to him Gattaiiah was a Trammer and there is no promotion from the Trammer to rope splicer, and the promotion is only from rope striker to rope splicer. According to him, the trammer deals with the attaching and de-attaching of coal tubs in the movements and he will be seeing what the rope splicer is doing as he is near to him and also assist the other manual labourers. According to him there was a permanent vacancy in 7-A Incline and rope splicer trade selection was conducted on 31-10-1980 and five candidates including Gattaiiah appeared for the trade test and Kanak Mallaiiah was selected as seen under Ex. M-1, as he got more marks. According to him all the maintenance work will be done in the general shift. He admitted that Gattaiiah worked 10 to 15 days every month from 1981 to 1983 as rope splicer and break down may happen in any shift and it is not confined to general shifts alone.

9. The admitted facts of the case are Are Gattaiiah is working as Trammer from 1965 having been originally recruited as General Mazdoor in the Singareni Collieries Company Limited in 1963. It is admitted that there are three shifts in which the workers work and that rope splicer (which is a supervisory post) works in the general shift and in the other two shifts there will be rope striker called Hammerman and Trammer working. In other words for every major mine there will be only one rope splicer and it is found from experience that rope splicer job is to maintain haulage rope, slicing of the rope and recapping of the rope and he maintains haulage record book and as per Coal Mines Regulations Act as a competent person. The Management also conceded that whenever rope splicer is on leave or absent that a rope striker will be given authorisation to act or officiate as rope splicer and in case if the rope striker is not available and another person who knows the work namely the trammer who is in Category IV being in the know of things will have to work as rope splicer after necessary authorisation. It is the case of the workman that in the three shifts also the job of rope splicer is there and in the first general shift the rope splicer works while the second shift and third shift the Hammerman or Trammer does the job of rope splicer. So the workman case is that in a day all three shifts apart from the rope splicer who works in general shift, the Hammerman as well as the Trammer attend to the job of rope splicer and thus the Hammerman who attends to second shift will be paid 10 days wages as rope splicer with his usual pay in a month and similarly the Trammer will also be paid 10 days wages as rope splicer and thus it is his case that per day they require three rope splicers for the three shifts and thus the Trammer and Hammerman who are doing the same job during the absence of rope splicer were shown in lower category. It is admitted that the Trammer is IV category and

daily wages are paid and the Hammerman is in the III category while the rope splicer is in the V category.

10. On the other hand, the case of the Management is that the duties of rope splicer and rope striker and trammer are quite different. According to them the rope splicer assists the rope splicer while the trammer deals with attaching and detaching of coal tubs in movement of them. The trammer is near to the rope splicer and therefore he might be seeing the work of rope splicer as he is nearer to him. The trammer assists the other manual labourer when the rope splicer and rope striker does the work. It is the case of the Management that when the rope is cut the trammer is not called but the rope striker and rope splicer is called with the assistance of mazdoors either to put a new rope or repair it.

11. Further it is admitted that there is trade test for the vacancies in the permanent rope splicer post whenever they arise. The evidence of the workman mentioned that there will be trade test for giving the post of rope splicer. It is also conceded by the worker that there is only one rope splicer for every incline and normally in every incline new steel ropes are introduced whenever the ropes are worn out. The worker also admitted that whenever the steel rope is broken the Hammerman and the rope splicer will repair it, and that the Hammerman will be there in the second and third shifts. Of course the workman denied that the rope splicer is called whenever the steel rope is broken in the second and third shifts. W.W.1 did not know to read and write. But it is found that he worked for some time as rope splicer as per Ex. W1 and Exs. M1 and M2 would show that rope splicer is a skilled senior in Category V and he is the person employed for splicing of rope and that Are Gattaiiah was also invited for trade test though for a Trammer the regular promotional post is only as Munshi. But there were instances as conceded, when people who were Trammers were also considered for promotion as rope splicer without passing trade test in good olden days. After Reghunath Reddy's Award was passed, the Trammers who were in the Category III were readjusted in Category IV from 11-2-1974 and the trade test for any skilled job is accepted as a must. Incidentally Ex. M1 and Ex. M6 would show that Are Gattaiiah was also permitted to appear for written trade test and Kanak Mallaiiah though he was junior to some of them as could be seen under Ex. M1 having secured the maximum marks in trade test and who is working in the general shift and who is getting acting allowance continuously for over two years was recommended for promotion to rope splicer at Godavari Khani 7-A Incline as could be seen under Ex. M-1. This is disclosed in Ex. M1 and M6. The Management showed the particulars when Are Gattaiiah worked as rope splicer from 1981 to 1983 ranging from 10 days to 15 days in a month as shown in Ex. M-3. Evidently it is not continuously done. Of course Are Gattaiiah denied the same. His case is that he was working since the middle year of 1976 as rope splicer and he worked for over six months as rope splicer and then he was asked to go back as Trammer and thereafter he worked for two months. He was again posted as rope splicer and thus he was working continuously as rope splicer, and that they were paying him wages as rope splicer for 10 days in a month and remaining period as Trammer. The Management filed record Ex. M3 show that what is stated by him is not correct, apart from the representation under Exs. M6 and M7 as well as the conciliation proceedings under Exs. W11 and W12 and the failure report under Ex. W13 and Exs. W3 and W5 representations. Ex. W1 would show that he was authorised to work as rope splicer as and when required in the mind in their relays. This is dated 22-9-1977; and Ex. W2 representation is with reference to his promotion to Category IV as Trammer and he mentioned that he worked for two years as rope splicer and the Management actually engaged him as rope splicer for six months and he was paid Category V acting allowance also. He made representation under Ex. W3. The Management under Ex. W4 mentioned that it was a fact that he was engaged in rope splicer acting as and when required and whenever he acted he was paid Category V allowance and that there was no vacancy in the rope splicer job and if there is any vacancy of rope splicer job promotion will be affected taking into consideration the seniority and acting musters of both, himself and Komariiah. The Management's case is that they have got only one sanctioned post of rope splicer in every Incline and every case for promotion will be considered along with others as per the seniority-cum-merit as per the rules of the Company from time to time

as could be seen under Ex. W-8. It is no doubt true that Gattaiah was working occasionally as rope splicer and the case of the worker is that he is working continuously in a permanent vacancy as rope splicer. In case of Korma Ramulu and Kanak Narayana when they were transferred as rope splicer to other Mines and he was getting Category V acting allowance continuously from 22-9-1977. It is borne out by any record. Ex. M13 is the record filed by the Management. The Management under Ex. W10 only conceded that he is acting as rope splicer due to absenteeism and due to emergency cases as and when required and he is getting difference in Category V and Category IV wages whenever he acted and there is no post of rope splicer at 5-A Incline which is vacant and it is mentioned that they have to conduct trade test and also they must consider the seniority-cum-merit of Hammerman as well as others and thus promotion directly without any trade test is not possible.

12. It is no doubt true that Gattaiah merit as a rope splicer with his experience should be considered whenever vacancy arises as represented by the Union under Ex. W11. But he failed to come up to the expectation in the trade test conducted. Without conducting the trade test on mere seniority or acting he cannot be given the supervisory post as per the Regulations. The authorisation letters given to the workers are meant to get over the emergency whenever there is sudden repairs required in the absence of rope splicers and also whenever the rope splicer is absent, so that the work may proceed without stoppage. So to be a rope splicer, authorisation is given because Ex. W-1 is given as early as on 22-9-1977, it cannot be said that he is working as rope splicer since then continuously. As per Raghunatha Reddy's Award Category III Trammers were adjusted to Category IV from 11-2-1974 and whenever there were permanent vacancies of rope splicer's post after conducting the trade test as per the Coal Mines Regulations Act 91(3) the competent person is selected from among the rope strikers (Hammerman) and incidentally the Trammers whose regular promotion to Munshi are also considered because of their experience of acting by virtue of authorisation given to them.

13. Therefore unless a policy decision is taken by the Management involving expenditure that every shift should have a rope splicer for which there must be sufficient data of breakage of ropes continuously in every shift, I do not find any justification to say that on the available data that rope splicer is required for every shift. So unless there is rope splicer for every shift, it cannot be said that Trammer and rope strikers who are authorised occasionally to do the job during the absence of rope splicer should be given Category V automatically irrespective of the Trade test. The trade test is a must because it is a supervisory post and qualifications based upon trade test and experience will be considered whenever there are vacancies. The explanation given by the Management for promoting B. Narasiah and Kanak Malliah and others were all justified on the basis of the record. Thus I find that the Management is justified in not considering Are Gattaiah Trammer for promoting as rope splicer in the available circumstances but he should be given every opportunity to appear for trade test and having regard to his seniority and standing as Trammer and experience, the Management may take appropriate reasonable and benevolent attitude while awarding marks for his experience. With this observation I reject that he is not entitled for any relief.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 21st day of January, 1986.

(Sd/-) Illigible

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined

अभिज्ञान (-/PS)

Witnesses Examined

for the Workmen :

(Sd/-) Illigible

for the Management :

W.W1 A. Gattaiah

M.W1. C. Jazardhan Reddy

M.W2 D. V. Chetty.

Documents marked for the Workmen :

Ex. W1 Authorisation letters No. F-77, from C. Mgr., GDK, 5 Incline to Are Gattaiah with regard to work, as Rope Splicer when required in the mine.

Representation dt. 7-11-78 made by Are Gattaiah to the S.M.E., G.D.K.5 Incline under Grievance Procedure Stage I.

Ex. W3 Representation dt. 17-12-78 made by Are Gattaiah to the Divisional Superintendent, Ramagundam Division-II, under Grievance Procedure Stage II.

Ex. W4 Letter dt. 13-1-79 from C. Mgr., GDK 5 Incline to Are Gattaiah with regard to promotion in Rope Splicer Job.

Ex. W5 Representation dt. 24-1-79 made by Are Gattaiah to the General Manager, S.C. Co. Ltd., Godavarikhani under Grievance Procedure-III.

Ex. W-6 Representation dt. 24-2-79 made by A. Raghu Ramulu, General Secretary, Singareni Collieries Mazdoor Union, Godavarikhani Branch to the Divisional Superintendent, S.C. Co. Ltd., Ramagundam Division-II with regard to Appropriate V Category as Rope Splicer to Are Gattaiah.

Ex. W7 Representation dt. 17-3-79 made by A. Raghu Ramulu, General Secretary, Singareni Collieries Mazdoor Sangh to the Divisional Superintendent, S.C. Co. Ltd., Ramagundam Division-II with regard to Appropriate V category as Rope splicer to Are Gattaiah.

Ex. W8 Letter dt. 4-3-79 from D.S. RG. II to Are Gattaiah in view of the representation dt. 24-1-79 (Ex. W5).

Ex. W-9 Representation dt. 28/29-3-1979 made by A. Raghuramulu, Vice President, Andhra Pradesh Colliery Mazdoor Sangh, Godavarikhani to the Asst. Labour Commissioner(C) Hyderabad with regard to appropriate Cat. V as Rope Splicer to Are Gattaiah.

Ex. W10 True copy of the views of the Management on representation of Vice President from A.P.C.M.S. Godavarikhani.

Ex. W11 Views of the Union dt. 10-11-82.

Ex. W12 Minutes of conciliation proceedings held separately under Sec. 12(4) of the I.D. Act, 1947 on 10-11-82 in the Industrial Dispute but in the Management of M/s. S.C. Co. Ltd., and their workmen represented by Andhra Pradesh Colliery Mazdoor Sangh (INTUC), Godavarikhani over alleged non-grant of appropriate Cat. V, Wages as Rope Splicer to Are Gattaiah.

Ex. 13 Failure of conciliation report dt. 29-11-82.

Document marked for the Management

Ex. M-1 By Consent—Trade test result of Rope Strikers held on 30-10-80 and 31-10-80 at Godavarikhani 7A Incline and 17-11-80 at GDK 5-A Incline.

Ex. M2 By Consent—True Copy of the Circular No. P-49/2781-11/2927, dt. 13-10-67 from G. M. Kathagudam Collieries with regard to Job description.

Ex. M-3 By Consent—Acting particulars as Rope Splicer Cat. V of Are Gattaiah.

Ex. M-4 By Consent—Service Certificate dt. 20-2-85 given to Boya Narasiah by the Deputy Chief Mining Engineer, GDK No. 5A Incline.

Ex. M-5 By Consent—Order No. 1-22011(16)/84-D.II-(B), dt. 18-10-84 from Government of India, Ministry of Labour, New Delhi to this Industrial Tribunal for adjudication.

Ex. M6 Trade Test result of Rope Strikers held on 30-10-80 and 31-10-80 at GDK 7A Incline at GDK 5-A Incline.

I. VENUGOPALA RAO, Industrial Tribunal
[No. I-22011/114/82-D.III (B)]

का. आ. 1018—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 1 के अनुसरण में, केन्द्रीय सरकार सिंगरेनी कोलियरिज कंपनी लिमिटेड, कोठागुडम कोलियरिज जिला खम्माम (आन्ध्र प्रदेश) के प्रबंधन में सम्बन्धित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13 फरवरी, 1986 को प्राप्त हुआ था।

S.O. 1018.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Kothagudem Collieries Khammam District (A.P.) and their workmen, which was received by the Central Government on the 13th February, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.
Industrial Dispute No. 93 of 1984

BETWEEN

The Workmen of Singareni Collieries Company Limited,
Kothagudem Collieries, Khammam District (A.P.)

AND

The Management of Singareni Collieries Company Limited,
Kothagudem Collieries, Khammam District (A.P.)

APPEARANCES :

Sri G. Bikshapathi, Advocate—for the Workmen.
Sri K. Srinivasa Murthy, Kumari G. Sudha and Sri H. K. Saigal, Advocates—for the Management.

AWARD

The Government of India, Ministry of Labour and Rehabilitation by its Order No. L-22011(18)/84-D.III (B) dated 23-11-1984 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Company Limited and their Workmen to this Tribunal for adjudication :—

“Whether termination system of newly-appointed workers which is in vogue in Singareni Collieries Company Limited is justified? If not, to what relief are the workers in general and Smt. B. Varalaxmi, Ex-Sweeper (N.S.), Yellandu Colliery Hospital specifically entitled?”

This reference was registered as Industrial Dispute No. 94 of 1984 and notices were issued to both the parties.

2. In the claims statement, it is mentioned that the Petitioners is a trade union having been registered under the provisions of Trade Union Act. All the employees engaged as Sweepers/Scavengers and in similar work in the hospitals Sanitation Departments under the control of Medical and Health Departments are members of the Union. It is further mentioned that there are various Divisions of Singareni Collieries at Kothagudem, Yellandu, Mannuguru, Gollavarikhani, Bellampalli, Ramakrishnapuram etc. have their dispensaries and at area level headquarters hospitals are located and thus there are number of members for sweeping and sanitation

duties. The Sweepers are given Category I and Sweepers discharge duty of night soil are given Category II. The Petitioner Union is confining itself to the system of appointment and termination of the workmen in Sweepers and Sanitation category including the termination of services of Smt. B. Varalaxmi. The Management of Divisional level called for candidates from the Employment Exchange concerned and select them through interview. After the selection the persons are sent for medical examination. They are issued with appointment orders after medical fitness. The appointments orders are given as if the posts are purely temporary and the services are terminable without any notice or reason.

(a) First of all the employees are issued with appointment orders. The management is creating a break of two or three days within a period of three months though they work on those days but they were not marked in musters. The management has been intentionally causing artificial termination so as to avoid regularisation of services of the employee immediately after completion of 90 days service as per the Standing Orders. This action is arbitrary and unjustified. The work is a continuous, regular and perennial as Sanitation is integral part of hospitals. There are number of instance throughout the areas under Singareni Collieries where the employees are appointed and their services were cut off for a period of two to three days and then again they are appointed afresh.

(b) In the Yellandu Division, Smt. B. Varalaxmi was called for Sweepers appointment and after selection she was issued appointment orders on 12-11-1981 along with eight others as Sweepers for a period of three months. However B. Varalaxmi's services were terminated with effect from 31-12-1981 by an order dated 28-12-1981 on the ground that her services were not required. The said termination is illegal, arbitrary and contrary to the Standing Orders of the Company. No Notice is given before affecting this said termination. It is not the case of the Management that her services are not satisfactory. In fact having terminated her they appointed Sri Dhanalaxmi from 5-1-1982 and she is still continued in the post of Sweepers (Night soil). Thus the Union gave a strike notice about these artificial termination and Union demanded that they should be paid all the consequential benefits and arrears of wages seniority etc. Thus by virtue of this termination process once in every three months the employees are deprived of their confirmation and they are losing seniority, scales of wages and other benefits. Therefore it is requested that Smt. B. Varalaxmi be reinstated with effect from 1-2-1982 with full back wages and other attendant benefits. She also requested to confirm all the employees in Sweepers Categories I and II immediately after completion of three months of service without break of period.

3. In the written counter, it is stated that the Management at Divisional level called candidates through Employment Exchange for appointment of temporary Sweepers (Night soil) by selection by a Committee after interview and they are only appointed on temporary basis in the vacancies caused by regular employees. Whenever the members of the regular/permanent Sweepers and Night soil workers absented and the temporary employees are taken up in their place during their absence. It is mentioned that only the candidates taken on temporary basis who are engaged for work which is an intermittent nature and finished within a limited period are being terminated pleading on the leave of the permanent employees in whose vacancies they are appointed.

(a) Smt. B. Varalaxmi was taken on a temporary basis as Sweeper (night soil) and was of a temporary nature for a period of three months and her services are terminable if her services are found to be unsatisfactory still the Management also appointed her again as temporary sweeper (Night soil) in the Singareni Collieries High School, Yellandu for a period of two months with effect from 21-1-1982. But her performance is found unsatisfactory at the School also. Reported reports were received from the Head Master stating that her services are found to be unsatisfactory. However a lenient view taken

by the Company and she was appointed again as office order dated 22-3-1982 but she failed to improve and therefore she was not appointed after 22-5-1982. The Management denied that 8 persons except B. Varalaxmi were regularised since the workmen has given the strike notice, they were regularised basing on good performance, attendance and conduct. On the other hand the work, performance and conduct of Smt. B. Varalaxmi was not satisfactory and therefore she was not appointed again. It is not correct that the services of Smt. B. Varalaxmi is illegal and unwarranted. The other workers who are appointed along with Smt. B. Varalaxmi have been put in 240 musters during the current year and their work and performance and attendance were satisfactory. Therefore, they were confirmed. So the case of Smt. B. Varalaxmi will not come under the purview of Section 25-F of the I. D. Act as she was appointed for intermittent vacancies and therefore she had no right and that her termination is valid.

4. The workers examined two witnesses WW-1 and WW-2 and marked Exs. W-1 to W-7. While the Management examined three witnesses MWs-1, 2 and 3 and marked Exs. M-1 to M-8.

5. The evidence of WW-1 who is the General Secretary of the Singareni Collieries Employees Sweepers Association is as follows: According to him the Union has espoused this cause and the employees working in Health and Medical Department in various Divisions of Singareni Collieries Company such as Gadavari Khani, Yellandu, Manuguru, Srirampur, Ramakrishnapur, Coal Chemical Complex. These sweepers who sweep the offices are given Category I wages and the sweepers (night soil) are given Category II wages. The requirements of the posts of Sweepers will be studied by the Industrial Engineering Department. After their estimate, they fixed the quota or vacancies in every Division, and is not for eligible candidates and the Employment Exchange will send at the rate of 7 candidates for one post. After the candidates are interviewed they will be physically screened for fitness and on the basis of the fitness appointment order will be given simultaneously. The Management was issuing appointments for a period of three months in the first instance though they are recruited on clear vacancies and after a break of three or four days again they are being appointed for further periods. The union has taken up the case objecting the breaks for not giving muster rolls while extracting the work from them. To get over this objection, the Management began giving real break of service to avoid continuity of service to get over the provisions of the I. D. Act even though the vacancies are clear and there is work for them. It is mentioned that in Yellandu Division, alone this malpractice of delinking the continuity of service of the sweepers and scavengers was there since 1982 and this is done to avoid benefits mentioned in the Standing Order and National Coal Wage agreement. Therefore they demand that those who are newly appointed as Sweepers and Scavengers after completion of three months service to be regularised as existing in other Divisions by giving them attendant benefits also.

6. In the case of Smt. B. Varalaxmi though she was regularly appointed along with other persons under common appointment order dated 12-11-1981 after the required procedure her services was terminated from 31-12-1981 without giving any reasons and in her place one Dhanalaxmi was appointed from 5-1-1982 and she is still working as Sweeper. The Management contended when questioned that it is their power and discretion to terminate and appoint on such vacancies. When they issued strike notice the Management as well as the Chief Medical Officer and other Officers negotiated with the Union and assured Varalaxmi will be given reinstatement and other employees will be confirmed also. He incidentally quoted Dhanalaxmi was given employment as General Mazdoor in Category I. She is not confirmed in service still now. According to the Union Kumari Varalaxmi was unemployed ever since the date of illegal termination from 31-12-1981 and therefore the Union wanted her to be reinstated with back wages and continuity of service and other benefits.

7. Ex. W-1 is the appointment order given to Smt. B. Varalaxmi showing that she was appointed along with others. The termination order issued to B. Varalaxmi is marked as

I x. W-2 dated 28-12-1981. The charter of demands is marked as Exs. W-3. Ex. W-4 shows conciliation views of the Management and Ex. W-5 is the minutes of the conciliation on 8-2-1984. Ex. W-6 is the representation made by the Management for making 11 employees permanent. Ex. W-7 is further representation dated 10-11-1984 to the Management to reinstate B. Varalaxmi. He admitted Ex. M-1 regularisation seeking the candidates from the Employment Exchange. According to him for every appointment the Management invariably used the words temporary at the time of appointment irrespective of the post being permanent. Ex. M-2 is the strike notice issued by the Union dated 30-6-1984 and Ex. M-3 is the charter of demands. He denied the suggestion that in Ex. W-3 there is no mention that the Management was showing break of service. He admitted that the workers who are doing day time Sweeping are shown as Category I and those Sweepers who are discharging the duties of night soil are given Category II. He denied the suggestion that she was appointed as Night Soil Sweeper in the leave vacancy of permanent night soil sweeper who was on maternity leave. He agreed that Dhanalaxmi Venkataramana is appointed under the N.C.W.A. III in the vacancy of her father. He denied the suggestion that she was not discharging her duties properly under Ex. M-5. She was appointed as night soil sweeper in the High School at Yellandu and he denied that there also her work was found unsatisfactory and therefore under Ex. M-6 her services were terminated by the School authorities for unsatisfactory work.

8. WW-2 is the workwoman herself. It is her case that one Sri Vittala Rao asked her to pay Rs. 2,000.00 for offering employment as Sweeper and she was terminated without any reason and sought for reinstatement with back wages. She did not know to read or write English or any other languages. She clarified that Ex. M-4 Kalyana Lakshmi shown at S. No. 9 and Dhana Lakshmi shown at S. No. 10 are appointed after her removal in the vacancy. The Management appointed Kalyana Lakshmi wife of Kalayana Surya in the vacancy. She denied that her work was unsatisfactory. According to her she worked under Dr. Saibaba and never worked under R.M.O. to be found fault about her work. She denied that she was appointed on her request in the School under Ex. M-5. According to her even in the School, nobody complained to her knowledge on her work and she denied the suggestion that the Head Master complained against her and that she also mentioned that no such complaint of unsatisfactory service was served upon her.

9. MW-1 is one Sri C. Srinivasa Rao who is the Head Master of the Singareni Collieries High School, Yellandu. He admitted that this petitioner worked as Night Soil Sweeper for some time and contended that it is only on temporary basis and that too for different spells. After seeing Ex. M-5 and M-6 he mentioned that it was a fact that she was appointed for a number of spells as per the exigencies. It is his case that he is Controlling and Supervisory authority for the work of the petitioner. It is his case that when a leading question was put to him that her work was not satisfactory and that she was giving arrogant replies. Finally he mentioned that he gave her oral warnings and he sent a written report to the Management against the work and conduct of the petitioner. Ex. M-7 is said to be the said complaint to the Divisional superintendent, Yellandu Division. In the cross examination he mentioned that the post of Scavenger is permanent one and the Petitioner is not a permanent worker. According to him he was not competent authority to post Scavengers and sweepers. He conceded that between two appointments in M-5 and M-6 there was only a day's break between first and second appointments, and he could not say whether it was due to any exigency she was again reappointed. According to him Ex. M-7 complaint was given on his own accord and not at the instance of the Management. He admitted that he did not sent any such reports after the expiry of the work regarding her conduct under Ex. M-5 and Ex. M-6 though there were such directions in them. He conceded that he did not mention in the report that he warned for unsatisfactory service on a number of occasions. Finally he mentioned that as she was only temporary candidate he did not give written warnings to the temporary candidates. He conceded that Ex. M-7 did not indicate that the same was received in the Management office or that the same was seen or further acted upon by anybody in the office. He marked office copies of Ex. M-7 as M-8. He conceded that he did not mention in that specifically about arrogance or indiscipline. When he was asked "Do you think that gheraoing the Head

Master in the school by the petitioner and her relatives is a small matter or big matter touching the discipline of the school" for which he tried to answer that such things normally happen and they do not take it seriously. It is suggested to him that he was deposing falsely at the instance of the Management and he denied the same.

10. MW-2 is Dr. A. Saibaba who worked as Medical Officer in Yellandu Division. According to him another Lady Medical Officer and two Nurses and one Compounder and two Wardboys and Sweeper-cum-Night soil workmen attend to 600 to 700 patients in the said Hospital at Yellandu. According to him there are about 10 Staff of Health Department i.e. Sanitary Sweeper, Scavengers and Smt. B. Varalaxmi was also working under his supervision. When he was asked specifically how is her work during those 1 months, the witness answered that her work was not satisfactory. According to him the patients used to give complaints about the uncleanness of the latrines and the dispensary and he brought this to the notice of the Superior Officer i.e. R.M.O. and afterwards he got a substitute as Varalaxmi was removed. He conceded that he did not write to his superior in writing for her work was not satisfactory and he also conceded that he had no written complaint from any patient against her and he could not mention from which patient such oral complaints came.

11. MW-3 is one M. V. Subramanyam who is the Deputy Personnel Manager, Singareni Collieries Company Limited, Kothagudem. He mentioned that Smt. B. Varalaxmi was initially recruited as Sweeper-cum-Night Soil at Yellandu. It is his case that because of adverse report she was terminated after completion of three months. He came forward to say that her in-laws and husband who are employees requested her to be given a chance and therefore they appointed her in the S. C. High School in leave vacancies for a period of three months and she was terminated on 20th March 1982 as the persons who went on leave reported for duty. According to him there was need of a sweeper at the School to utilise her services for further functioning and for some Scout Camps and again it is found that her work was not satisfactory and when he went on inspection she was not found there. Further it is said as temporary posting was also over her services were terminated and she was not absorbed along with those who were selected and kept on probation. It is his case that Varalaxmi was appointed temporarily and not in a permanent vacancy. According to him no notice is required for termination of her and it is also his case for temporary people there are no procedure for assessment of their work. According to him second time she was appointed from 22nd March 1982 to 22-5-1982 and she was terminated due to unsatisfactory service in the temporary vacancy and incidentally her temporary service was also over. According to him Ex. M-1 is the requisition sent to the Employment Exchange calling for candidates. He admitted they have selected only eight candidates but in Ex. M-4 he admitted that they selected 10 candidates and he tried to clarify that they gave 8 persons and kept two persons in waiting list. Again he says that under Ex. M-4 mentioned that Annala Swamy was kept in waiting list specifically. He finally conceded that Ex. M-1 is common order appointment given to all 8 persons including Varalaxmi. He tried to answer by giving that he could not say how the eight persons have made permanent in the vacancies that arose. He conceded that all the other Sweepers might have been made permanent except Varalaxmi and finally mentioned that her work was not satisfactory and therefore her appointment was terminated. He conceded that Ex. W-1 it is not mentioned that her work was not satisfactory in the termination order. According to him the Divisional Superintendent gives appointments for both temporary and permanent employees of daily rated wages. He conceded in the Singareni Colliery there are two types of employees who are daily rated and monthly rated and even among the permanent categories also there are daily rated and monthly rated employees.

12. On facts thus Ex. W-1 is the appoint office order of Smt. B. Varalaxmi is shown as fifth in the order of seniority among the 8 persons who were temporarily appointed as Sweeper (night soil) at Medical and Sanitary Department in Category II on daily wages for three months. It is of course mentioned that the job is likely to be terminated from 14-2-1982 or even earlier if their work and attendance, conduct are found to be unsatisfactory during that period

It is found now as per the records and evidence that she was terminated with effect from 31-12-1981 after working for 40 days. The Management actually called for vacancies in the Notification form prescribed under Ex. M-1 though the vacancies in Column 4 with reference to regular it is kept blank. It is mentioned that the temporary vacancies are 8 of which 3 were males and 5 were females, and that the vacancies for Category II on a daily wages. Ex. M-2 is the strike notice given by the Union under Section 22(1) of the I. D. Act to call off strike of Sweepers (Night soil), mazdoors, general mazdoors, Sanitary Jamadars of Medical and Health Department for settlement of their demands as mentioned in the charter of demands under Ex. M-3. It is mentioned under Ex. M-3 which is the charter of demands that the practice of utilisation of workers on private duties in the bungalows of Officers should be dispensed with and to this end B. Varalaxmi and M. Veeraswamy employees engaged in the bungalow of Additional Chief M.E. and Guest Cook Houses should be released forthwith for attending their duties in the concerned Departments. The demand of the workers is also marked under Ex. M-3. Under the demand No. 1 of Ex. M-3 it is mentioned that the Management is terminating the newly appointed workers including B. Varalaxmi ex-sweeper (night soil) Yellandu Colliery should be reinstated without any victimisation. So it is not correct to say that her case was not taken up. It was contended that her appointment was permanent by the Union. Incidentally the wonderful answers given by these three Managements witnesses would show the fallacy of the termination. They wanted to show that her work was unsatisfactory. Ex. W-2 is the termination order served upon her after 40 days of initial appointment after she was interviewed and medically found to be fit for working as Category II Sweeper-night soil. Even according to Ex. W-1 though the appointment period is for three months as stated therein it is specific case under Ex. W-1 that her services will be terminated if her work and conduct, attendance was found to be unsatisfactory during that period. But under Ex. W-2 which is dated 22-12-1981 there is no whisper of such unsatisfactory work or irregular attendance or bad conduct which must be the reason for terminating her during that period. It is not done so and there is nothing in the said order Ex. W-2 to that effect. The Management as per evidence of MW-3 conceded that under Ex. W-2 it is not mentioned that her work was unsatisfactory. According to him it is not necessary to assign any reason for her termination. If it is not necessary to assign any reasons I do not know the purpose of mentioning such a specific conditions in Ex. W-1 that their services will be terminated earlier if their work and attendance, conduct are found to be unsatisfactory during that period. So the assertion of MW-3 that no reasons need be assigned for her termination as it is a temporary vacancy is something cynical in the first instance and it is also nothing but victimisation even if it is done for a temporary candidates appointed for a specific period. The method of recruitment for temporary and permanent employees is the same. B. Varalaxmi is recruited through Employment Exchange for Category II and she was shown as 5th number selected. Even according to the Management document under Ex. M-4 it is intimated on 30-1-1982 to the Employment Officer, Kothagudem by the management that these candidates mentioned there in were selected for the vacancies of Sweepers-Night soil and B. Varalaxmi wife of Lachman Rao was 8th in the serial and there were 10 people who were selected in fact for the Sweeper (night soil) and they kept the name of D. Annalaswamy in the waiting list for future vacancy and therefore to say that she is selected first of all temporary for a period of three months is not whispered in Ex. M-4. Even Ex. M-1 would show that they required temporarily eight night soil sweepers for cleaning latrines and lavatories etc. and it is not mentioned that they were recruited for three months. I can understand recruitment for three months without going through the process of ordeal of Employment Exchange and also finding them physically fit for doing the job in the exigencies of work. But it is not so. The combined reading of Exs. W-1 and M-1 and M-4 would show that these people who were selected were meant to be absorbed as regular Sweeper-night soil Grade II and for the vacancies that they are available. MW-1 and MW-2 are not competent to speak about the existing vacancies. MW-3 who is the Deputy Personnel Manager mentioned that this particular lady was appointed in the leave vacancy on the basis of adverse report against her work from the Incharge Doctor at Yellandu Dispensary. The Incharge Doctor is not examined. The Duty Doctor under whom she worked is examined as MW-2. The evidence

of MW-2 would show that he was made to speak to save his skin rather than to justify the real facts as an Officer of the Management. This Doctor A. Saibaba who attends to 600 to 700 patients per day at the Dispensary including the Lady Medical Officer are having 10 Sanitary staff including the Sweepers (night soil). When he was specifically asked by putting a leading question why she was terminated after 1-1/2 months, he mentioned that her work was unsatisfactory and patients were giving complaints of uncleanliness of the dispensary and he brought it to the notice of his superiors and after that he got a substitute. He blurted out that he did not write to the Superiors about her work, stating that her work was not satisfactory. According to him he was not supposed to issue memo that her work was unsatisfactory. Finally he blurted that he had no written complaints from any patients against her and tried to rescue himself by saying that there were oral complaints. He could not assert that she was terminated before the completion of three months because of the complaints from the patients as her services were unsatisfactory. So this is a sort of evidence which is manufactured and foisted against the lady who was selected through the Employment Exchange along with eight others for regular absorption though all others were permanently absorbed also.

13. It is interesting that none of the other 7 people who were appointed as Sweeper-night soil with similar conditions or same conditions were terminated after three months. Infact MW-3 when he was directly suggested that except Varalaxmi all other workers were made permanent. He was forced to swallow the truth in it and accepted that it might be true that the remaining persons were made permanent except Varalaxmi. He wanted to get over this answer by adding that the work of Varalaxmi was not satisfactory and therefore she was not made permanent. As could be seen the Doctor under whom she worked did not spell out any misconduct or the nature of work which was unsatisfactory or that she was irregular in attendance and or that her conduct was not satisfactory. Though he stated in his evidence that there were complaints from the patients that she was not cleaning the dispensary, he finally conceded that there were no written complaints from him or from the patients to that effect. The real truth will be known if the demands of workers are seen when the strike notice is given under Ex. M-3. It is mentioned in Demand No. 9 in Ex. M-3 that the services of B. Varalaxmi were being engaged at the bungalow of Additional C.M.E. and the Union demanded that her services should be relieved forthwith for attending to night soil duties in the Department. This would show that all is not well and her services were being used at the houses of the officers though the recruitment as per Ex. M-1, M-4 and W-1 is for working as Sweeper (night soil) at Medical and Sanitary Department. So when the Union has taken up her case that her services were being used at the residences or houses of the Additional C.M.E. and when it is admittedly found that her case was taken up by her husband and also other workers; the S. C. Management thought that she is going to be an irritant in their way if she is continued as Sweeper (night soil) as she is likely to be a trouble shooter for workers rights especially when the duties which were being extracted were contrary to the very appointment under Standing Orders. This is patently clear from the reading of Ex. M-3 and also Ex. W-3 demand No. 11. In Ex. W-3, it is demanded that the very termination system of newly appointed workers should be removed and B. Varalaxmi (night soil sweeper) should be reinstated as it amounted to victimisation.

14. If her work is really unsatisfactory or if she is arrogant and irresponsible in her duties, I do not know how the management was wise in being obliged by appointing her in a alleged leave vacancy in the Singareni Collieries High School. It is adding insult to the injury. If she is arrogant and disobedient if there was really record from the Medical and Sanitary Department the Management must be held to have committed a blunder in reappointing her for three months even if it is a leave vacancy. When the work is not satisfactory, when there is such a right where they could terminate without notice and without assigning any reasons having found her to be bad being arrogant and indiscipline lady, it is surprising that the Management obliged the relative of the said worker by providing her as a Sweeper in S.C. High School in the same place. The Head Master of the said School came forward to say that as Controlling and Supervising Authority he had occasion to see her work and Exs. M-5 and M-6 and M-7 are the orders of appointment

on two occasions for three months each and termination given by him. It was admitted that she was appointed from 21st January 1982 to 20th March 1982 and again from 22-3-1982 to 21-5-1982 as per Exs. M-5 and M-6. In other words Ex. M-5 and M-6 would manifestly show that she worked from 21-1-1982 to 21-5-1982 with a days break. On 21-3-1982 for what reason she was given a break in a period of six months. The Head Master who styled himself as Controlling and Supervising Authority for the work of the Petitioner answered that he did not know that one days break between the two appointments under Exs. M-5 and M-6 are due to exigency services contemplated by the Management or not. In other words the Workers grievance that when there are clear vacancies to avoid the implementation of I. D. Act they were being terminated within a period of 90 days as per the Standing Order by giving a break early though extracting the work and when they protested for such methods that they began to give breaks in writing to get over the I. D. Act are clearly fortified by issuing Exs. M-5, M-6 and M-7. In Ex. M-7 on which the Management banked heavily to show that her work was not satisfactory, it is a fantastic order. When her duty period was over on 22-5-1982 (As per Ex. M-6) the Order under M-7 is said to be issued on 24-5-1982 by the Head Master stating that the work of Smt. B. Varalaxmi was not satisfactory during the period of her duty. This is marked as Ex. M-7 and office copy is marked as Ex. M-8. The Management as could be seen under Exs. M-5, M-6 all along was pointing out to the concerned supervising authority to send reports about the work and attendance and conduct of the person to reach the office atleast 15 days before the due date determination on every occasion. MW-1 who is supposed to be a decent person as Head Master teaching pupils must be sensible enough to send reports about the work, attendance and conduct of the person is Varalaxmi as per the directions of his superior before 15 days of the termination. In other words when she was appointed for the first three months under Ex. M-5 if it is reasonable enough to presume that there is no misconduct regarding her attendance or service as he did not send any report as conceded by him. He wanted to justify under Ex. M-7 that he sent a report about her work for the next period of three months. According to him because the period intervened by summer vacation he could not send the report by 7th May, 1982 and he sent a report Ex. M-7 after the summer vacation and it is his case that their School closed for summer vacation from 24th April to 11th June of every year. If what is stated by him is correct the same difficulty or infirmity was there for him because of the closure of the school not to be in a position to send report till 11th June 1982. But how is that, he sent a report on 24-5-1982 as seen under Ex. M-7? If he is capable of sending a report during the vacation as is done then and as could be seen under Ex. M-7 what prevented him from sending such a report 15 days in advance as required under Ex. M-6 regarding the work and attendance and conduct of the said Varalaxmi? All this would show that Ex. M-7 is a brought up document and it is not served upon the worker. Admittedly it is a manufactured evidence after the termination under Ex. M-6 to get over the further reappointment for further period of three months as the workers have already started their charter of demands and issued strike notice as could be seen under Ex. W-3 for which there was conciliation proceedings and conciliation talks. Infact demand No. 8 under Ex. W-4 would show that Sweeper (night soil) were used for other jobs, and they also made in demand No. 11 as reported in the conciliation proceedings Ex. W-4 that her termination was done on the grounds of victimisation and the management tried to deny the same stating that her services were not satisfactory but it is their case that she was given another opportunity and another appointment and there also there were complaints as could be seen. The Doctor who is examined as MW-2 and the Head Master MW-1 both failed to show any iota of written evidence to satisfy that her work was not satisfactory. Ex. M-7 is only a make believe story brought into existence and the same was first of all shows to be issued after the expiry of the period of appointment and it is not served upon her and no notice of termination was given to her. Infact Ex. W-7 would show that the workers President mentioned that during the discussion of their strike notice dated 27-2-1984 the Management was good enough to promise to reinstate B. Varalaxmi and the strike notice was unconditionally withdrawn as per the Counsel of the Management and still that B. Varalaxmi was not reinstated and they wanted that she should be reinstated as is promised by the Management. This is dated 10-11-1984. So the evidence of MW-3 that it is not neces-

sary to issue notice of termination and that they have no procedure for assessment of the work for the temporary employees and that the very nature of appointment is temporary and therefore no domestic enquiry is necessary are all assertions made to justify their action which are not bona fide and which are actually mala fide. Atleast when there are 8 people appointed along with her and when they are made permanent as admitted by MW-3 the record should have been shown to show that they were not recruited for the existing vacancies and how they were absorbed if there were no vacancies. No material is forthcoming on this respect. It must be seen from Ex. M-1, M-4 and W-1 that B. Varalaxmi along with 7 others were selected and appointed in Category II daily wages and why Varalaxmi is solely victimised while others were regularised in the vacancies for which they were recruited? It is no where found in Ex. M-1 that these vacancies are only for three months when they called for candidates from the Employment Exchange. On the other hand Ex. M-4 would show that the candidates were selected for the vacancies of Sweeper (night soil) of which B. Varalaxmi is one of them and they also kept another person Appalaswamy in the waiting list for the future vacancy. So to say that these vacancies are purely temporary and they are not covered for the purpose of termination under any provisions of the I. D. Act is a misnomer. The demand of the workers, is that they were being terminated to get over the continuance of appointment for the purpose of regularisation by terminating them with every three months break of one or two days. The clear illustration for this is as shown in Ex. M-5, M-6 and M-7 is issued when workers insisted for reappointment and regularisation in the case of B. Varalaxmi as an after thought showing a report of unsatisfactory service. It is brought up under Ex. M-7 after manufacturing evidence after the said period of three months is over. All this would show the said state of affairs and the Management was misusing the Standing Orders to the detriment of workers with a purpose of getting over the provisions of the I. D. Act to avoid the provisions of I. D. Act. It is a clear case of victimisation and there is no meaning a person being appointed with a single day break or two days break having recruited her following the procedure required by their Standing Orders. So when Ex. W-2 did not show any reason why she was terminated with any specific post even when Ex. W-1 stated that her services will be terminated for her work any attendance and conduct are found unsatisfactory during that period read with Exs. M-5 and M-6 would show that all those mean methods are impleaded with break of one day or two days to avoid the provisions of I. D. Act and Section 25-F of the I. D. Act and also regularisation. It is not the case of the Management that they have no vacancy it is admitted that when B. Varalaxmi was terminated on 31-12-1981 and another lady was asked to work in her place. So it is not due to lack of vacancy. So it is only the sweet will and pleasure of the so-called Supervising authority and the said so-called Supervising Controlling authority had no basis to show how her work was unsatisfactory during that period. The Doctor miserably failed and expressed his ignorance to say that they were any complaints. This Head Master who is a teacher teaching pupils to maintain discipline and good conduct is also made use of to save his skin to speak falsehood by producing Exs. M-7 and M-8. I have no doubt on a clear understanding of the entire evidence that the termination system of newly appointed workers which is in vogue in Singareni Collieries is not justified and the workers were recruited only when there are existing vacancies and similarly B. Varalaxmi is also selected and recruited as Sweeper (night soil) Category II only daily wages basis and she is entitled to all the benefits as Grade II Sweeper (night soil) from the date of termination i.e. 31-12-1981 with back wages as Sweeper (night soil) continuously and the salaries paid to her for the periods under Exs. M-5 and M-6 i.e. 21-1-1982 to 28-5-1982 will be adjusted while paying arrears of back wages and also giving attendance benefits and she stands reinstated as Sweeper (night soil) Grade II from 1-1-1982 and she is deemed to be in service since then.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 15th day of January, 1985.

Sd/- Industrial Tribunal

Appendix of Evidence

Witnesses Examined

for the Workmen :

WW-1 B. Appa Rao

WW-2 B. Varalaxmi

Witnesses Examined

for the Management :

MW-1 C. Srinivasa Rao

MW-2 Dr. A. Saibaba

MW-3 Mr. M. V. Subramaniam

Documents marked for the Workmen :

Ex. W-1—True copy of the Office Order No. Ref. Yep/5B/1785 dated 12-11-81 issued by the Divisional Superintendent, Yellandu Division to Smt. B. Varalaxmi.

Ex. W-2—Termination Ordered dated 28-12-81 issued by Divisional Superintendent, Yellandu Division to Smt. B. Varalaxmi.

Ex. W-3—Charter of demands.

Ex. W-4—Management's view points on the demands contained in the Strike Notice dated 27-2-82 given by the President of S.C. Employees Sweepers Association.

Ex. W-5—True copy of Minutes of conciliation Proceedings held at Kothagudem on 8-2-84.

Ex. W-6—Letter dated 27-9-84 addressed by B. Appa Rao, President to the Additional Mining Engineer, S.C. Co. Ltd., Yellandu with regard to confirmation orders in respect of workmen of Medical and Health Departments.

Ex. W-7—Representation dated 10-11-84 made by B. Appa Rao, President Singareni Employees Sweepers Association to the Chairman and MD, S.C. Co. Ltd., Kothagudem with regard to reinstatement of Smt. B. Varalaxmi.

Documents marked for the Management :

Ex. M-1—Form of notification of vacancies to the Employment Exchange.

Ex. M-2—Strike notice dated 30-6-84 issued by Singareni Employees Sweepers Association to the Additional Mining Engineer S.C. Co. Ltd, Yellandu.

Ex. M-3—Charter of demands of Singareni Employees Sweepers Association of Yellandu Branch.

Ex. M-4—Letter No. Yep/2/159 dated 30-1-82 addressed by Divisional Superintendent, Yellandu Division to the Employment Officer Kothagudem with regard to vacancies of Sweepers (Night Soil).

Ex. M-5—Office Order No. Yep/13/107 dated 20-1-82 issued by the Divisional Superintendent, Yellandu Division to Smt. B. Varalaxmi.

Ex. M-6—Office Order No. Yep/13/1457 dated 21-3-82 issued by the Divisional Superintendent Yellandu Division to Smt. B. Varalaxmi.

Ex. M-7—Letter No. YEHSL/192/82 dated 24-5-82 addressed by Head Master S.C. High School, Yellandu, Khammam District to the Divisional Superintendent, Yellandu Division Yellandu regard to work and conduct of Smt. B. Varalaxmi Sweeper (Night Soil)

Ex. M-8—Letter No. YEHSL/192/82, dated 24-5-82 addressed by Head Master S.C. High School, Yellandu, Khammam District to the Divisional Superintendent, Yellandu Division Yellandu with regard to work and conduct of Smt. B. Varalaxmi Sweeper (Night Soil).

I. VENUGOPALA RAO, Industrial Tribunal

[No. L-22011/18/84-D III (B)]

का. भा. 1019 :—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टन चिकली कोल्लियरी, खामटेड, पेन्च एरिया, न्यूटन चिकली कोल्लियरी के प्रबंधन से सम्बद्ध नियोज्जकों और उनके कर्मचारों के बीच असुबंध में निविष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 10 फरवरी, 1986 को प्राप्त हुआ था।

S.O. 1019.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C.L., Pench Area, Newton Chikly Colliery and their workmen, which was received by the Central Government on the 10th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/13 of 1985

(Transferred to this Tribunal vide Ministry's Order No. 1125(1)/85-D.IV.B dated 8-2-1985 from Jabalpur)

PRESENT:

Shri M. A. Deshpande, Presiding Officer.

PARTIES:

Employers in relation to the management of WCL Pench Area in relation to their Newton Chikly Colliery.

AND

Their Workmen.

APPEARANCES:

For the Employers—Shri Rajendra Menon, Advocate.

For the Workmen—Shri S. S. Bhardwaj, Legal Adviser.

INDUSTRY: Coal Mines.

STATE: M.P.

Bombay, dated the 27th January, 1986

AWARD

By their order No. L-22011/4/82-D.III(B) dated 1-7-1983 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of WCL, Pench Area in relation to their Newton Chikly Colliery in stopping Smt. Jashmati Bai, Smt. Gindiya Bai, Smt. Jhini Bai, Smt. Janki Bai, Smt. Sukwati Bai, Smt. Mangalwati Bai, Smt. Lila Bai, Smt. Narmad Bai and Smt. Tijiya Bai from work in May, 1978 and later on awarding a piece rate contract to one of them and engaging others through her as contract labour is justified? If not, to what relief these workmen are entitled to?”

2. The Union who is espousing the case of the workmen by the statement of claim contends that these workmen were general Mazdoors since 1974 and it is complained that the wages paid were less than the legal wages. The Union further complains that the time rated employment was converted to piece rated one and was taken under the contract system without any notice of change under Section 9A of the Act. It is, therefore, pleaded that the action of the management cannot be justified and the workmen are entitled to higher wages of category one.

3. The management by their written statement has denied all these contentions. They deny that there was any termination of employment and plead that all these workmen were in the service for a period of three months only during the period March, 1978 to May, 1978 that too for the days as stated in para. 5(1) of the written statement. It is further urged that sometime in the month of June, 1978 a tender was floated for garbage removal. First Smt. Jhinibai and then Smt. Jankibai and Smt. Gindiya Bai was given the contract and since then the workmen in question are working under the contractors.

4. The written statement invoked a rejoinder by the Union. They challenge the change effected in the year 1978 since the change was effected without giving notice of change in service conditions the same is invalid and the workmen continued to be the employees of the Colliery.

5. There is also a rejoinder by the management who pleads that these workmen were engaged as Casual Mazdoor for a temporary period of three months from March, 1978 to May, 1978 on a casual nature of jobs that too, as and when required. Existence of master relationship of master and servant is denied and espousal of the cause by the Union is also disputed on the ground that none of these workman is the member of the Union who is fighting the case.

6. The fact that these workmen were doing the work even before 1978 is pleaded by both the parties. Now in this regard the Union has examined five witnesses including Smt. Narmad Bai and Smt. Mangalwati Bai two workmen in dispute. The first witness Shri Sattan Lal Verma who was serving as Mining Machine Operator from 1972 to 1982 in Newton Chikly Colliery says that the females mentioned in the order of reference were working in the Colliery from 1974 to 1977 through out all the years and they were paid Rs. 3.50 per day as their wages. The witness however admitted in cross-examination that daily attendance of other Mazdoors is maintained in Form E but he has no knowledge whether the names of these workmen on whose behalf the dispute is raised, were entered in Form 'B' or Form 'D' register. The second witness is Shri Ram Bahadur Singh serving as Traffic Incharge. He says that the attendance of these labourers was being maintained by the Mate separately from other workers. He also admits that other workmen were required to sign the attendance register but not the labourers in dispute. He has also no knowledge whether the names of these workers were entered in Form 'B' or Form 'E'. Shri Himmat Lalchand the third witness working as loader since 1975 also has no knowledge whether the attendance of each women was being noted in the same register along with other loader or in a separate register and also has no knowledge whether these workmen worked any overtime. Smt. Narmad Bai though says of payment of bonus in the year 1978 admits that there was never any deduction towards Provident Fund, that such deductions are made when the workmen are made permanent. Smt. Mangalwati Bai's evidence is similar to her colleague. Against this there is the statement of Shri Sahadulla Shenik Senior General Clerk serving in the Colliery, who says that during the months of March to May, 1978 these workmen were working as labourers and worked average for nine days during these three months.

7. As the case stands the management says that till 1978 the work was done on minimum wages basis and for some period the labourers were employed directly and then again by the contractor. As complained by the Union the change was affected by introducing the contract system. The Union has produced three diaries indicating the marking of presence of the workmen. In the first place it is not known who maintained these diaries and the very fact that the diaries are with the Union indicates that they must not be forming part of the management record. The Union has also produced Garbage Measurement Book but it is from the year 1981 onwards when admittedly the contract system was introduced and therefore the entries including the entries of payment cannot advance the case of the workmen. On going through the evidence oral as well as documentary I am convinced that till the year 1978 there was direct employment though might be on minimum wages. Then after sometime the record speaks that the management changed its mind and introduced contract system.

8. Now the question is what are the rights of the employees. When they were direct employees they had some rights vested in them especially under Section 9A of the Industrial Disputes Act whereby there should not have been any change in the conditions of service without notice of change. Therefore, the change effected in the year 1978 although the workmen acquiesced therein and worked without any objection under the contractor who happened to be one of them itself was ineffective. The facts in the case as they stand are similar to the facts in the case "Food Corporation of India and their workmen" reported in 1985, 11, 111 page

4 where also the change was made whereby the contract was abolished and direct employment was given but again discontinued and contract system was re-introduced. There as here therefore atleast by the change, the change in conditions of service was effected and notice under Section 9A of the Act which was necessary having not been given, it rendered the change ineffective. It was also held that re-introduction of the contract system amounted to discharge, termination of service or retrenchment. The relief in the reported case was that because the change was illegally effected it was ineffective and award was directed to be made whereby the workmen of Food Corporation continued to be employed by the Corporation and entitled to all the rights, liabilities etc. In the instant case also similar award will have to be passed because of the similarity of the facts. Present case is more strong here because the direct employment was upto 1978 and the change was effected while in Food Corporation of India the direct employment was for short period. Even then change was held to be invalid.

9. There is however slight difference in the case viz., all the nine workmen continued to be working though under a contractor who was one amongst them there is nothing to hold that they were out of work and therefore the question of past wages would not arise and the only declaration which would be given is that the change effected was unjustified and therefore these nine employees shall be treated to be in the employment of management and from the date of award they shall start getting wages of the category in which they are working. Shri Bharadwaj for Union accepts this position.

10. It was tried to be urged that the reference is ban because it is espoused by the Union who has no voice since none of the workmen is a member. However, in view of Section 2 of the Industrial Disputes Act since the change in condition of service constitutes discharge or termination of service etc. the dispute by individual workmen themselves would amount to an industrial dispute and therefore the objection this regard must fail.

Award accordingly.

M. A. DESHPANDE, Presiding Officer

[No. L-22011(4)/82-D.III (B)]

श्री. सा. 1020:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान कोलफील्ड्स लि. के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में विनिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई-2 के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 13 फरवरी, 1986 का प्राप्त हुआ था।

S.O. 1020.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay-No. 2, shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hindustan Lalpeth Colliery of Western Coal fields Limited and their workmen, which was received by the Central Government on the 13th February, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

PRESENT

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/73 of 1985

PARTIES

Employers in relation to the Management of Hindustan Lalpeth Colliery of Western Coal Fields Limited.

AND

Their Workmen.

APPEARANCES

For the Employers :—Shri K. K. Shrivastava, Dy. Personnel Manager.

For the Workmen :—Shri G. V. R. Sarma, Organising Secretary, R.K.K.M.S. Chandrapur.

INDUSTRY : Coal Mines

STATE : Maharashtra

Bombay, Dated the 5th February, 1986

AWARD

By their order No. L-22012 (35)/85-D. V dated 26-11-1985 the following dispute has been referred for adjudication under Section 10 (1) (a) of the Industrial Dispute Act, 1947 :—

Whether the action taken by the management of M/s. Western Coalfields Ltd., Wardha Valley Area Hindustan Lalpeth Colliery, P.O. & Dist. Chandrapur in awarding the punishment of dismissal from service of the workman Shri I. C. Ramakrishnan, Ex-Overseer (Civil) with effect from 28-2-1984 is justified? If not, to what relief the workman is entitled?"

2. The workman Shri I. C. Ramakrishnan was in the service of the Colliery as Overseer (Civil) but on the ground of misconduct alleged to have been established during the enquiry his services were terminated with effect from 28-2-1984 and hence the present dispute.

3. In the statement of claim as well as rejoinder filed by the Union several contentions have been raised like the alleged incompetency of the sub-Area Manager to issue chargesheet, alleged incompetency of the General Manager to order the termination and also against the fairness of the enquiry, yet at the time of argument the main stress was laid on the harshness of the punishment. It was urged that when the Executive Engineer under whom the workman was working had countersigned the bill and that the action was at his instance, the management took no action against the workman's superior. It was further urged that the contractor who is alleged to have used the sub-standard material and who was ultimately to be benefited, continues as contractor of the colliery till today and no action whatsoever was taken against him. In these circumstances it is urged that the extreme action of dismissal brought about, with severance of relationship between the parties is most harsh and therefore needs variation at the hands of the Tribunal.

4. Regarding the action against the Executive Engineer it is the contention of the management that chargesheet against him is pending. It is however admitted that the contractor still continues to work for the management. It is also agreed that the bill for the work has been paid to him but it is version of the management that looking to the gravity of the misconduct of the workman he deserves the punishment of dismissal and therefore cannot complain against it.

5. On the above pleadings the following issues arise for determination and my findings thereon are :—

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| 1. Whether the Sub-Area Manager could not have issued chargesheet against the workman? | Could have issued. |
| 2. Whether the enquiry is vitiated on various grounds stated in para 18 of the statement of claim? | No |
| 3. What is the effect of acceptance of bill of same contractor regarding the very work, on the charges levelled against the workman? | Affects punishment |
| 4. Whether the changes effected in the work were as per the directions of Engineer-in-Charge? | Proved to have counter-signed. |
| 5. If yes can the workman be held responsible? | Yes |
| 6. Whether the payment of bill for the work done by the contractor has any effect on the charge levelled against the workman? | No, but on punishment. |
| 7. If yes what is the effect? | As per issue 6 |
| 8. What the enquiry fair and proper? | Yes |
| 9. Whether the findings arrived at by the Enquiry Officer were proper and reasonable. Or whether they were perverse? | Yes |

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| 10. Whether the General Manager has no power to dismiss the workman? | Yes |
| 11. If the enquiry is found to be vitiated then the management prove the misconduct before the Tribunal? | Does not arise |
| 12. Whether the punishment awarded is harsh and disproportionate? | Yes |
| 13. What award? | As per award. |

REASONS

6. It was contended that the Sub-Area Manager could not have issued chargesheet but since issue of chargesheet is at preliminary stage and since he was admittedly manager in-charge of the colliery in his capacity as sub-area manager if any action was taken by him there is nothing irregular particularly when the competent authority had put seal on the whole proceeding and brought about the termination. The management has also brought on record the orders whereby delegation of powers has been effected and the General Manager is now competent authority to appoint the workmen and also to take suitable disciplinary action. In these circumstances, the plea that the dismissal was brought about by the General Manager, who was not competent to take action can carry no force.

7. The workman was asked whether he needed help of a co-worker but he declined. He also pleaded guilty of first two charges and then he refused to accept charge No. 3. The Management by bringing certain certificates on record established the same. There is therefore no force in the contention that no proper opportunity was given to the workman during the enquiry nor there is any force in his contention regarding the absence of fair play etc. I have gone through the enquiry proceedings and I find that the Enquiry Officer did give opportunity to the workman, heard him in his defence and then submitted the report holding him guilty on all the three charges.

8. As already stated three charges were levelled against the workman, out of which two were acceptable to him. The third charge relating to his duty of securing compliance from the contractor as per the terms of agreement and to see that the materials used by the contractor are of right size and of proper quality and to record correct measurement in which he is alleged to have failed. Here also although the charge was denied by the workman, the fact that the material used was not as per the agreement and the quality was also sub-standard in the sense instead of teak wood hard wood was used stands admitted. Regarding the measurement the plea of the workman seems to be that because final adjustment was to be made the quantity noted was something less than the quantity under the agreement. At best if the measurement noted was something less than the real one the grievance would have been on the part of the contractor and not on the part of the collieries yet the fact remains that while allowing the contractor the payment no care was taken to see proper size and quality of the material and therefore this part of the charge which is the main ingredient also stands established and the Enquiry Officer's findings in this regard can never be said to be perverse.

9. Once we arrive at this conclusion then the question remains whether the punishment awarded is disproportionate or harsh which is the main plank of the argument of the defence. In this regard certain facts would be relevant. Now the workman as Overseer (Civil) was working under the Executive Engineer and the record shows that the bills prepared were countersigned by his superior officer and ultimately by the Sub-Area Manager. When the chargesheet dated 15-11-1982 was issued to the workman, on 21-11-1982, which is Annexure 'B' in the papers filed by the workman he had given a reply whereby he stated to the Sub-Area Manager that during the verbal enquiry before the chargesheet he had revealed the factual position and the lapses were also explained which lapses according to him were because of the common system prevailing not only in the Sub-Area but in other areas also. Regarding the quality of the wood-similar is the contention that it was done as per the practice then prevailing. He further stated that the measurements of the

work were shown less than what the contractor had actually done with clear intention of keeping a margin for making deductions there adjustments etc., so that is ample scope for effecting recoveries subsequently from the final bill and no loss would have caused to the management. In short the plea of the workman before the Sub-Area Manager even before the enquiry was conducted was that he acted bona fide and as per the prevailing practice.

10. In his say during the enquiry filed in his defence the plea of the workman was that the bill was prepared as per instructions of the Engineer-in-Charge of the work who had signed the bill and also the measurement recorded in the relevant measurement book in token of the certification of the job done. He then explained about the prevailing practice, short-comings as well as steps taken to safeguard the interest of the management. He also pointed out that Shri Shivdas Mukherjee, Engineer-in-charge of the work not only accepted the responsibilities of all the irregularities not only orally but also in writing and submitted justification for using raters of small size and also explained reasons and submitted justification for permitting the usage of battons of small size. Lastly he stated that the deviations from the quality/specifications had become necessary in view of the non-availability of the material and it seems that the same was the stand of the Engineer-in-Charge.

11. Now once we hold the charges established but at the same time when we read the circumstances as brought on record it is evident that the main culprit was the contractor who ultimately was to be benefited financially but the record shows and it is admitted that not only the bill was paid for the relevant work but he continues to perform the work as contractor. It is therefore clear that he was allowed to go unpunished and escaped unscathed. The record also shows that the Engineer-in-Charge had given justification for the work and what the management has done is issuing a chargesheet against him and although more than three years have lapsed admittedly no action was taken against him and is not known as to what had happened to the chargesheet. There were therefore three parties and the role played by the contractor and the Engineer-in-Charge of the work was comparatively graver one than that of the overseer who was a subordinate. However the contractor continues to be a contractor of confidence and therefore allowed to a work as contractor. Though the Engineer-in-Charge had accepted the responsibility by countersigning the bill and submitting explanation, he also continues to be in the service of the management but not the Overseer. In my view therefore the punishment of dismissal against the Overseer is clearly disproportionate and harsh although I wish to note here that the fact that he committed misconduct stands established.

12. Considering the circumstances in the light of the backdrop to my mind the punishment of dismissal must be set aside and at the same time the workman being held guilty of misconduct, some punishment will be necessary and that can be by way of stoppage of three increments permanently. The period from the date of dismissal till the workman resumes duty shall be treated as leave without pay thereby having continuity in service, at the same time not ordering back wages. To my mind this much punishment in the circumstances of the case would be proper. The order of dismissal is therefore held to be unjustified and the workman therefore is ordered to be reinstated on the conditions as stipulated earlier.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-22012(35)/85-D.V.D.III B]
SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 21 फरवरी, 1986

का. आ. 1021 :—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 4 के उप-पैरा (i) के अनुसरण में भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 31 दिसम्बर, 1983 में प्रकाशित, भारत सरकार के श्रम

और पुनर्वसि मंत्रालय (श्रम विभाग) की अधिसूचना सं. का. आ. 4784, तारीख 12 दिसम्बर, 1983 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, 'सदस्य' शीर्षक के नीचे, क्रम संख्यांक 7 के सामने की प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

"श्री एम. आर. सेना,
ज्येष्ठ उपाध्यक्ष,
इंडियन नेशनल ट्रेड यूनियन कांग्रेस,
35, माल, शिमला।"

[V/20012/17/78-पी एफ II]

टिप्पण : मूल अधिसूचना भारत के राजपत्र, भाग 2, खंड 3 (ii) में का. आ. 4784 द्वारा प्रकाशित हुई थी और तत्पश्चात् निम्नलिखित द्वारा संशोधित की गई :—

क्रम सं. राजपत्र में प्रकाशन की तारीख

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| 1. | 3024 | 22-9-84 |
| 2. | 2857 | 22-6-85 |

New Delhi, the 21st February, 1986

S.O. 1021.—In pursuance of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour), No. S.O. 4784, dated the 12th December, 1983, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 31st December, 1983, namely :—

In the said notification, under the heading 'Members' against serial number 7, for the entry, the following entry shall be substituted, namely :—

"Shri S. R. Saini,
Senior Vice President,
I.N.T.U.C.,
35, Mall,
Simla."

[V. 20012/17/78-PF. II]

NOTE.—The principal notification was published with S.O. 4784 in the Gazette of India, Part II, Section 3(ii) and subsequently amended by :—

S. No.	Date of publication in the Gazette
1. 3024	22-9-84.
2. 2857	22-6-85.

का. आ. 1022.—मैसर्स टी. आई. मंटल संकयन, नैमितीचेंरी विलेज, तिरुनितरावूर, आर एस (पी. ओ.) मद्रास-602024 (टी. एन./18743) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 ब) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम की अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2 ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की नियमित कर्मचारियों को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन की भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आवि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उम रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी की विधिक वारिस/नाम निर्देशित को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों ने कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त समितियों के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का गुणवत्तापूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम से अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह खर्च की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को नविकृत हो जाने दिया जाता है तो, छूट खर्च की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में, उन मृत सदस्यों के नाम निर्दिष्टियों या निर्दिष्ट वारिसों को जो यदि यह छूट नहीं गई होती तो उच्च स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तर-वाधित नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टियों/निर्दिष्ट वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर निश्चित करेगा।

[संख्या एस-35014(42)/86-एस.एम.-2]

S.O. 1022.—Whereas Messrs. T. I. Metaf Section, Nemitcherry Village, Tiruninravur, RS(PO) Madras-602024 (TN) 16743 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2B) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the regular employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the regular employees of the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct

under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(42)/86-SS-III]

का. आ. 1023.—मैसर्स पंजाब नेशनल फर्टीलाइजर्स एण्ड केमिकल्स लि., नया रांगल 140126 जिला रोपड़ (पंजाब) (पी. एन./8432) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अधीन छूट देने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इससे पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अर्जित हैं;

अतः केन्द्रीय सरकार, उक्त अभिनियम की धारा 17 की उपधारा (2 क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति की 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अभिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अभिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समन्वित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अर्जित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के निधक वारिस/नाम निर्देशित को पानिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन

के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकार अंतर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिकरी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन भूत सदस्यों के नाम निर्देशितियों या निधक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के भरण का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आए वाले किसी सदस्य की मृत्यु हो पर उसके हकदार नाम निर्देशितियों/निधक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर गतिविध करेगा।

[संख्या एस-35014(54)/86-एस.एस-2]

S.O. 1023.—Whereas Messrs Punjab National Fertilizers & Chemicals Ltd., Naya Nangal-140126, Dist. Roper (PN/6432) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient feature thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/ nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(54)/86-SS-II]

का. आ. 1024.—मैसर्स इलेक्ट्रॉनिक सिस्टमस पंजाब लि., बी० 81, फेस-7, इन्डस्ट्रियल एरिया, एस. ए. एस. नगर चण्डीगढ़-160051 (पी. एन./8959) (जिसे इसमें इसको पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसको पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिषाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक 1599 GI/85-15

बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसको पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपानुद्ध अनुसूची में विनिर्दिष्ट शक्तियों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति की 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाह, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम द्रुत दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृद्धि में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित्री को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ को पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां

प्राबलिक भविष्य निधि आकृत, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकार बनसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम में, जिसे स्थापन पहले अपना चक्रा है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो और यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(55)/86-एम.एम-2]

S.O. 1024—Whereas Messrs. Electronic Systems Punjab Ltd., B-81, Phase-VIII, Industrial Area, S.A.S. Nagar, Chandigarh-160051 (PN/8959) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(55)/86-SS-II]

का. आ. 1025.—मैसर्स पंजाब साइड उद्योग लिमिटेड पो. वाक्स नं. 27, गुरुदासपुर-143521, पंजाब (पी. एन./6405) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक

अनुकूल हैं जो कर्मचारी निधि सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इस प्रकार उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाखण्ड अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिका को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं

किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है;

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(56)/86-एम.एस.-2]

S.O. 1025.—Whereas Messrs. Punjab Khand Udyog Limited, P.B. No. 27, Gurdaspur-143521-Punjab (PN/6405), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(56)/86 SS-II]

का.भा. 1026:—मैसर्स एम.पी.स्टेट को-ऑपरेटिव प्रायव्हेट लिमिटेड, 214 महाराजा प्रताप नगर, भगवान कम्पलेक्स भोपाल (एम.पी./4646) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1962 (1962 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक प्रतिष्ठान या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उम्मेदवार हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपार्जित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त मध्य प्रदेश की ऐसी विधायिका सत्रिका और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत सेवाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, व मा प्र नियम का संदाय, सेवाओं का प्रंतरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा उसकी मुख्य भाषाओं का अनुवाद, स्थापन के सूचनापत्र पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के नवत्व के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

यदि उक्त स्कीम के अर्थात् कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी जात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वया में संवेय होता। जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारिता/ नाम निर्विनिती को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति युक्त अवसर देगा ।

9. यदि किसी कारगृह स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका

है यद्यपि नहीं यह जति है कि इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नाम निर्देशितियों/विधिक वारिसों को ब.माकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस- 014 (57)/86-एस. एस.-2]]

S.O. 1026.—Whereas Messrs. M. P. State Co-operative Oil Seed Growers Federation Limited 214, Maharana Pratap Nagar, Bhagwan Complex, Bhopal (MP/4646), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed

in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(57)/86-SS-II]

का. भा. 1027 :—मैसर्स वासन इंजिनियरिंग कॉर्पोरेशन लिमिटेड रोड लुधियाना -3 (पी.एन./7341) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची:

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है। उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारियों का मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संवेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिरूप के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिका भविष्य निधि प्रायुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपनायुक्त है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करते में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम को दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों, को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके वक्ता नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(58)/86-एम-2]

S.O. 1027.—Whereas Messrs. Wasan Engineering Corporation, Link Road, Ludhiana-3 (PN) [7341] (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time:

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme as the said Scheme are enhanced, so that the benefits Scheme appropriately, if the benefits available to the employees under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(58)/86-SS-II]

का.घा.1028:—मैसर्स ओसवाल आयल रिफाईनरी यूनिट नं.-10, प्रो. ओसवाल वूलन मिल्स लिमिटेड, जी.टी. रोड, शेर्पुर, लुधियाना (पं.नं./4426), (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहवृद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभवे हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपाखण्ड अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय

आदि भी है, होने वाले सभी व्ययों का बहूत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम उचित दर्ज करेगा और उसका बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभवे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त मर वेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अग्रफल रहता है, और पालिसी को ब्यापक हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत गवस्त्यों के नाम निर्देशिनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(59)/86-एस.एम-]

S.O. 1028.—Whereas Messrs. Oswal Oil Refinery Unit No. 10 (Prop. Oswal Woollen Mills Ltd.), G.T. Road, Sherpur, Ludhiana (PN/4426) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(59)/86-SS-II]

का. प्रा. 1029—मैसर्स दी आन्ध्र प्रदेश पेपर मिल्स लिमिटेड, राजामुन्दरी—533104 (आन्ध्र प्रदेश) ए. पी. ०/3802) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया) की धारा 17 उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. 3339 तारीख 27-8-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 18-9-1985 से तीन वर्ष की अवधि के लिए, जिसमें 17-9-1988 भी सम्मिलित है, उस उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया

जारी बीमा प्रीमियम का संस्थापन। निष्ठाओं का अन्तर्गत, निरीक्षण प्रभाओं का सन्दाय जादि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की चरसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश होती जय वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिरु वारिस / नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

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11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिरु वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राजि के हकदार नाम निर्देशिनी विधिरु-वारिसों को उस राजि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014 (159)/82-एस.एस.-2]

S.O. 1029.—Whereas Messrs The Andhra Pradesh Papers Mills Limited Rajahmundry-533104 (Andhra Pradesh) (AP/3802) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3339 dated the 27-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-9-1985 upto and inclusive of the 17-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer, shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/159/82-PE.II (SS.II)]

का.आ. 1030.—मैसर्स जालन्धर मोटर एजेंसी (दिल्ली) लिमिटेड, 6, सहगल कालोनी, कोर्ट लेन दिल्ली-54 (डी.एल./662) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धर्म सलाहकार की अधिसूचना संख्या का.आ. 3378 तारीख 30-8-1982 के अनुसरण में और इससे

उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 25-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 24-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची-

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षक प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के

बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(167)/82-एस. एस.-2]

S.O. 1030.—Whereas Messrs. Jullundur Motor Agency (Delhi) Ltd., 6, Sehgal Colony, Court Lane, Delhi-54 (DL/062) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3378 dated the 30-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of the 24-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer, shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/167/82-PF.II (SS.II)]

का. आ. 1031:मैसर्स मौर्या शेरेटन, डिप्लोमेटिक एन्कलेव, नई दिल्ली-110021 (डी. एल./4123) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का

19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3134 तारीख 17-8-1982 के अनुसरण में और इससे उपावद्ध अनुमोची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 4-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 3-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में भागित रूप से वृद्धि की जाने की व्यवस्था करेगा जिन से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुकृतियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उन सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन.-35014(186)/82-ए. एन.-2]

S.O. 1031.—Whereas Messrs. Maurya Sheraton Diplomatic Enclave, New Delhi-110021 (DL/4123) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (3A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3134 dated the 17-8-1982 and subject to the conditions specified in the Schedule annexed thereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 4-9-1985 upto and inclusive of the 3-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer, shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(186/82-PF.II (SS-II)]

का. आ. 1032-मैसर्स प्युरो लेटर इण्डिया लिमिटेड
गिन्दिया पोस्ट्रीज कम्पाउण्ड, सराजिनी नगर, नई दिल्ली
110023 (डी एल. /2538) (जिसे इसमें इसके पश्चात्
उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि
और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19)
(जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)
की धारा 17 की उपधारा (2क) के अधीन छूट दिए
जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त
स्थापन के कर्मचारी किसी पृथक् श्रमदान या प्रीमियम का
सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की
जीवन बीमा स्कीम की भाूमूहिक बीमा स्कीम के अधीन जीवन
बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को
उन फायदों से अधिक अनुमूल हैं जो उन्हें कर्मचारियों की
सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात्
उक्त स्कीम कहा गया है) के अधीन अनुमेल्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की
की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते
हुए और भारत सरकार के श्रम मंत्रालय की अधिवक्ता संख्या
का. आ. 3139 तारीख 17-8-1982 के अनुसरण
में और इससे उपायुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन
रहते हुए, उक्त स्थापन को, 4-9-1985 से तीन वर्ष की
अवधि के लिए निम्ने 3-9-1983 की सम्मिलित है,
उक्त स्कीम के नीचे उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य
निधि आयुक्त दिल्ली की ऐसी विवरणियां भेजेगा और ऐसे लेखा
रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान
करेगा जो केन्द्रों परस्पर समन्वय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास
की समाप्ति के 15 दिनों के भीतर प्रस्तुत करेगा जो केन्द्रीय
सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क)
के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का प्रस्तुत, निरीक्षण प्रभागों का सन्दाय आदि भी हैं, हरेक बात सभी व्यक्तियों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा पेशा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनके संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की वसुंधा को भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्दाय होता है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्राप्त दिलों के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्राप्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम या उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या स्कीम के अधीन के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द का ज. म. न. हो।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारांक के अन्तर्गत प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाना दिया जाता है तो छूट रद्द का ज. म. न. हो।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम का दशा में, उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों का जो यदि यह, छूट न पा गई हों तो उक्त स्कीम के अन्तर्गत हों, बासा कामकाज के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले निदेश सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बासा निदेश के हकदार नाम निर्देशित/विधिक वारिसों का उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे का प्राप्त के एक मास के अन्तर में सुनिश्चित करेगा।

[संख्या एस. 35014/199/82-एसएस-2]

S.O. 1032.—Whereas Messrs Parulotor India Limited Scheme 1032 Compound Sarojini Nagar New Delhi-110023 (DL/4556) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3159 dated the 17-8-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 4-9-1985 upto and inclusive of the 3-9-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and Provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer, shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him

as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/199/82-PF-II SS-II]

का. आ. 1033.—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईस्टर्न सर्कुइट्स लि. ई-1/212, आररा कॉलोनी भोपाल (मध्य प्रदेश) और पीलखेदी, पार्वती नदी के पास, भोपाल में स्थित फैक्ट्री नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रवीण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(77)/86-एस.एस.-2]

S.O. 1033—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Eastern Circuits Ltd., E. 1/212, Arora Colony, Bhopal (MP) including its Factory at Poolukhed, Near Parwati

River, District Bhopal have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(77)/86-SS-II]

का. आ. 1034.—केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईस्ट कोस्ट प्रोवरीज एण्ड डिस्टिलरीज लि. कटक और इसकी 12 प्रदीप कैण्टोमेंट रोड कटक स्थित कारखाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रवीण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(82)/86-एस.एस.-2]

S.O. 1034.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. East Coast Breweries and Distilleries Limited Cuttack including its Office at 12, Paradip Cantonment Road, Cuttack-1 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(82)/86-SS-III]

का. आ. 1035.—केंद्रीय सरकार को यह प्रतीत होता है कि पाले रोच ए.सी.पे. चिट्स प्राइवेट लिमिटेड, नं.-5, रहेनस स्ट्रीट, पालयकोट्टाई सीरनेवेली-627002 तमिलनाडु और इसकी मदुराई-1, मदुराई-2 और टेनकासी स्थित शाखाएं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रवीण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(90)/86-एस.एस.-2]

S.O. 1035.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Palay Roche A.C.A. Chits Private Limited, No. 5, Rhenius Street Palayamkottai, Tirunelveli-627002 Tamil Nadu and its Branches at Madurai-1, Madurai-2nd Tenkasi have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(90)/86-SS-II]

क्र. आ. 1036.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इन्डोसुझी मोटर साईकल्स लि. पोस्ट बॉक्स नं.-4 हरीटा होसर धर्मापुरी जिला और इसकी रजिस्टर्ड कार्यालय मद्रास और बंगलूर स्थित प्रशासनिक कार्यालय नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(98)/86-एस.एस.-2]

S.O. 1036.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Ind-Suzuki Motor Cycles Limited, Post Box No. 4, Harita, Hosur Dharmapuri District including its registered Office at Madras and Administrative Office at Bangalore have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(98)/86-SS-II]

क्र. आ. 1037.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी. विवेकानन्दन प्रिणामान चैरूट्स वर्क्स कोडालूर-2 मद्रास नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(101)/86-एस.एस.-2]

S.O. 1037.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. D. Vivekanandhan, Piraiman Cheroots Works, Cuddalore-2, Madras have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(101)/86-SS-II]

क्र. आ. 1038.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स चन्दरमोहन कम्पनी नं. 24, टी. एच. रोड, मद्रास-81 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(106)/86-एस.एस.-2]

S.O. 1038.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Chandramohan Company, No. 24, T. H. Road, Madras-81 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(106)/86-SS-II]

क्र. आ. 1039.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कप्पा इलेक्ट्रिकल्स प्राइवेट लिमिटेड नं. 3 हबी-बल्लाह रोड मद्रास इसका मद्रास स्थित रजिस्टर्ड कार्यालय बंगलूर स्थित फैक्ट्री तथा दिल्ली और कलकत्ता स्थित शाखाएं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/104/86-एस.एस.-2]

S.O. 1039.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Kappa Electricals Private Limited No. 3, Habibullah Road, Madras Regd Office at Madras, Factory at Bangalore and Branches at Delhi and Calcutta have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(104)/86-SS-II]

क्र. आ. 1040.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स के.के. आयल मिल्स, 34 त्रिचून रोड रोड नम्मकल 637001 सवम डिस्ट्रिक्ट नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35019/108/86-एस.एस.-2]

S.O. 1040.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs K. K. Oil Mills, 34, Tiruchengode Road, Namakkal-637001 shun district have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(108)]/86-SS-II]

का०आ० 1041.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आर० कमालाम ट्रांसपोर्ट प्रियर रोड असलमपट्टी 625-532 मदुरई डिस्ट्रिक्ट नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करना है।

[सं० एस-35019/(109)/86एस०एस-2]

S.O. 1041.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. R. Kamalam: Transport Peraiyur Road, Usilampatti-625532 Madurai district have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(109)]/86-SS-II]

का०आ० 1042.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बाईकिंग फूड प्रोडक्ट्स 1-8-581, अजमाबाद-हैदराबाद-20 नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(129)/86एस०एस-2]

S.O. 1042.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Biking Food Products 1-8-581, Azamabad-Hyderabad-20 have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

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Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(129)]/86-SS-II]

का०आ० 1043.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री साई कम्बाईन्स गांधी नगर, मकान वारि गल्ली, विजयवाड़ा-3 (आन्ध्र प्रदेश) नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(130)/86एस०एस-2]

S.O. 1043.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment M/s. Sri Sai Combines Gandhi Nagar, Makani Vari Street, Vijayawada-3 have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(130)]/86-SS-II]

का०आ० 1044.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स त्रिपुरा इण्डस्ट्रियल डेवलपमेंट कारपोरेशन लिमिटेड, 12, ऑफिस लेन, अगरतला, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(131)/86एस०एस-2]

S.O. 1044.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Tripura Industrial Development Corporation Ltd., 12 Office Lane, Agartala have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(131)]/86-SS-II]

कांआ० 1045.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आसाम स्टेट टेक्स्टाइल कारपोरेशन लिमिटेड, जू रोड, (पांचवां बाय लेन) गोहाटी-781003 नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस.एस. 35019(132)/86-एस.एस.2]

S.O. 1045.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Assam State Textile Corporation Limited, Zoo Road, (5th bye lane) Gauhati-781003 have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(132)/86-SS-II]

कांआ० 1046.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सदाना वेयर हाउसिंग एण्ड एजेंसी, गोहाटी आसाम-1 नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस. 35019(133)/86-एस.एस.2]

S.O. 1046.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Sadana Ware Housing and Agencies, Gauhati, Assam have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(133)/86-SS-II]

कांआ० 1047.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ब्राइट ट्रेडर्स 108, कुमारन रोड, थ्रियर-638601 तमिलनाडु, और इसकी इरोई स्थित शाखा नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(134)/86-एस.एस.2]

S.O. 1047.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Bright Traders, 108, Kumaran Road, Tiruppur-638601, Tamil Nadu including its branch at Erode have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(134)/86-SS-II]

कांआ० 1048.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी अम्मापत ब्लैक स्मिथी और कार्पेन्टरी वर्कर्स इण्डस्ट्रियल कोऑपरेटिव सोसायटी लिमिटेड इण्डस्ट्रियल-420, अम्मापत, तमिलनाडु नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019(135)/86-एस.एस.2]

S.O. 1048.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. The Ammapet Black Smithy and Carpentry Workers, Industrial Co-operative Society Ltd., Industrial, 420, Ammapet, Tamil Nadu have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(135)/86-SS-II]

कांआ० 1049.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स संगम सिल्क हाउस, 66, पट्टमनगुलाम स्ट्रीट, मेलुदुतिया-609001, और इसकी धर्मापुरी तमिलनाडु स्थित शाखा नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस 35019(136)/86-एस.एस.2]

S.O. 1049.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Sangam Silk House 66, Pattamangalam Street, Mayiladuthurai-609001 Tamil Nadu including its branch at Dharmapuri have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(136)/86-SS-II]

का०आ० 1050.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एक्सटा सर्किट प्रा० लि०, बी-103/2, नारायणा इण्डस्ट्रियल एरिया फेज-1, नई दिल्ली और उसका सी-6/1, सफदरजंग डेवलपमेंट एरिया नई दिल्ली स्थिति रजिस्टर्ड कार्यालय, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

(सं० एस.35019(137)/86-एस.एस.2)

S.O. 1050.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Exacta Circuits Pvt. Ltd., B-103/2, Naraina Industrial Area, Phase, 1 New Delhi including its Regd. Office at C-6/1 Safdarjang Development Area, New Delhi have agreed the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(137)/86-SS-II]

का०आ० 1051.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एलोफिक सेल्ज (इन्डिया) 1/2785 लोथियान रोड, कश्मीरी गेट, दिल्ली-6 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारियों भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस. 35019(138)/86-एस.एस.2]

S.O. 1051.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Elofic Sales

(India) 1/2785, Lothian Road, Kashmere Gate, Delhi-6 have agreed that the Provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(138)/86-SS-II]

नई दिल्ली, 24 फरवरी, 1986

का. आ. 1052.—राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खंड (घ) के अनुसरण में श्री एम. पी. बेजबराह के स्थान पर श्री जे. पी. राजखोवा, सचिव, असम सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 545 (अ), दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है अर्थात्—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खंड (घ) के अधीन नामनिर्दिष्ट)” शेषक के नीचे मद् 9 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्—

“श्री जे. पी. राजखोवा सचिव,
असम राज्य सरकार,
श्रम एवं रोजगार विभाग,
श्रम ब्रांच, दिसपुर।”

[सं. यू. 16012/7/85-एस. एस.-1]

New Delhi, the 24th February, 1986

S.O. 1052.—Whereas the State Government of Assam has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri J. P. Rajkhowa, Secretary to the Government of Assam to represent that State on the Employees' State Insurance Corporation, in place of Shri M. P. Bezbaruah;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 9, the following entry shall be substituted, namely:—

“Shri J. P. Rajkhowa,
Secretary to the Govt. of Assam,
Labour & Employment Department,
Labour Branch, Dispur.”

[No. U-16012/7/85-SS.I]

का. आ. 1053.—मैसर्स नाहर स्पिनिंग मिल्स लिमिटेड, जी.टी.रोड, शेरपुर, लुधियाना-141003, (पी. एन./19280) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब का ऐसी विवरणियाँ भेजना और ऐसी लेखा रखाँ तथा निरीक्षण के लिए ऐसी सूविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बादत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन

फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/गामिनद्विषती का प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014(26)/86-एस.एस.-2]

S.O. 1053.—Whereas Messrs. Nahar Spinning Mills Limited G. T. Road, Sherpur, Ludhiana-141003 (PN/10280), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the power conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establish-

ment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employee shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and whereas any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premiums etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of

the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(26)/86-SS-II]

का.आ. 1054.—मै. सतीजा एगो एण्ड एलाईड इन्डस्ट्रीज, जी.टी. रोड (सरहिन्द की तरफ) मण्डी गोबिन्दगढ़ (पंजाब) (पी. एन./8938) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधियों सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दाखल आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीचीन रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुश्रेष्ठ हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब को पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(28)/86-एस.एस.-2]

S.O. 1054.—Whereas Messrs. Satija Agro & Allied Industries, G.T. Road (Sirhind side) Mandi, Govindgarh (Punjab) (PN/8936), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked

Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and whereas any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(28)/86-SS-II]

का. आ. 1055.—मैसर्स एशियन कॉम्बिंग मिल्स प्रा. लुधियाना होल्डिंग्स लि., जी.टी. रोड, शेरपुर लुधियाना-141003 (पी. एन./1463) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रस्तेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) की खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के

सदस्य के रूप में उसका नाम तुरन्त वर्ज करेगा और उसकी बाढ़त आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नित्युक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना था, के अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशिनीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नाम निर्देशिनीयों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014(29)/86-एम.एस.-2]

S.O. 1055.—Whereas Messrs. Asian Combining Mills, Prop. Ludhiana Holdings Ltd. G.T. Road, Sherpur, Ludhiana-141003 (PN/1463), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the power conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premiums etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(29)/86-SS-II]

का. आ. 1056.—मैसर्स मालवा काटन स्पनिंग मिल्स लि., बरनाला (संगरूर) (पंजाब) (पी.एन./10116) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त षण्डीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दावेत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रावर्षिक भविष्य निधि आयुक्त चण्डीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रावर्षिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मत सदस्यों के नाम निर्देशिनिगों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिनिगों/विधिक वारिसों को बीमाकृत/रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(30)/86-एम.एस.-23]

S.O. 1056.—Whereas Messrs. Malwa Cotton Spinning Mills Ltd., Barnala (Sangrur) PUNJAB (PN/10116), (hereinafter referred to as the said establishment) have applied 1599 GI/85—18

for exemption under sub section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the power conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premiums etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(30)/86-SS-II]

का. अ. 1057.—मैसर्स चौ. दिवान चन्द्र धनपतराय भाटिया स्टील रोलिंग मिल्स जी. टी. रोड, मण्डी गोविन्दगढ़ (पंजाब) (पी. ए/14) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और गरीब उपाय अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी रिश्ते सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2 क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसमें उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सविधान प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मंदल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिगुस्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उक्त सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तर-दायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर निरीक्षण करेगा।

S.O. 1057.—Whereas Messrs. Ch. Dewan Chand Dhanpat Rai Bhatia Steel Rolling Mills G.T. Road, Mandi Gobind-Gerh (Punjab)/PU/14 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority, of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/ nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(31)/86-SS-II]

नई दिल्ली, 25 फरवरी, 1986

का.आ. 1058:—कर्मचारी राज्य बर्मा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 के उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“कुड्डापहाड़ जिले के येरगुण्टला राजस्व मण्डल में येरगुण्टला, पैड्डान्नापाडु तथा चिलामकुर के राजस्व ग्राम के अन्तर्गत आने वाले क्षेत्र।”

[सं. एस-38013/6/86 एस. एस.-1]

New Delhi the 25th February, 1986

S.O. 1058.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st March, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“The area within the revenue village of Yerraguntla, Peddannapadu and Chilamkur in Yerraguntla revenue Mandal of Cuddapah District.”

[No. S-38013/6/86-SS.I]

का.आ. 1059:—कर्मचारी राज्य बर्मा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा

द्वारा 1 मार्च 1986 को उस तारिख के रूप में नियत करता है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले हो प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 का उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले हो प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“कुर्नूल जिले के नन्द्याल राजस्व मण्डल में आयालुर, मूलासागरम, नूनेपालला तथा उदुमालापुरम राजस्व ग्राम तथा नन्द्याल म्युनिसिपल सीमाओं के अन्तर्गत आने वाले क्षेत्र।”

[सं. एस-38013/7/86 एस.-एस-1]

ए. के. मट्टारार्ई, अवर सचिव

S.O. 1059.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st March, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“The areas within the Municipal Limits of Nandyal and also the revenue villages of Ayalur, Moolasagaram, Noonepalli and Udamalapuram in Nandyal Revenue Mandal of Kurnool District”.

[No. S-38013/7/86-SS.I]

नई दिल्ली, 26 फरवरी, 1986

का.आ 1060 :—मैसर्स भीलवाड़ा वूलटैक्स लिमिटेड, एफ-88 से 93, रिको इण्डस्ट्रियल एरिया, पुर रोड, भीलवाड़ा (राजस्थान) (आर.जे./3746) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रेमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए, ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रेमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य-निधि का पहले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसका यात्रा आवश्यक प्रेमियम भारतीय जीवन बीमा निगम को सन्दात करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में निर्मात बात को होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी

संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अर्थात् कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह को जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारोख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यंगत हो जाने दिया जाता है तो छूट रह को जा सकता है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई हो। तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/66/86-एस०एस०-4]

New Delhi, the 26th February, 1986

S.O. 1060.—Whereas Messrs. Bhilwara Wooltex Limited, F-88 to 93, Riico Industrial Area, Pur Road, Bhilwara, (Rajasthan) (RJ/3746), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/66/86--SS.II]

का.आ. 1081:—मैसर्स सवाई माधोपुर केन्द्रीय सहकारी बैंक लिमिटेड, हैड ऑफिस, सवाई-माधोपुर (राजस्थान) (आर.जे./837), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम, की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए, ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भाग हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों का एक प्रति, और जब तक उसमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा

स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारोख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता है।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/67/86-एस.एस.-4]

S.O. 1061.—Whereas Messrs Swaimadhapur Kendriya Sahakari Bank Limited, Head Office, Swaimadhapur (Rajasthan) (RJ/837), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/67/86--SS.II]

का. भा. 1062.—मैसर्स दिपाली सेंट्रल को-ऑपरेटिव बैंक लिमिटेड, हेड ऑफिस पाली-मारवाड़, (राजस्थान) (आर.जे./817) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संक्षय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-ज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय

करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/69/86-एस.एस.-4]

S.O. 1062.—Whereas Messrs. The Pali Central Co-operative Bank Limited, Head Office, Pali—Marwar, (Rajasthan) (RJ/817), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme.

appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/69/86--SS.II]

का. आ. 1063.—मैसर्स दि सेंट्रल को-ऑपरेटिव बैंक लिमिटेड, मुभाय बाजार, टोंक (राजस्थान) (आर. जे./839) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है:

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

1599GI/85—19

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि ऐसा कोई कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या हम स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चन करेगा।

[सं. एस-35014/70/86-एस. एस-4]

S.O. 1063.—Whereas Messrs The Central Co-operative Bank Limited, Subhas Bazar, Tonk (Rajasthan) (RJ/839) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the 'Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/70/86-SS.II]

का. आ. 1064.—मैसर्स भीलवाड़ा डेरी प्लांट, भीलवाड़ा (ए. यूनिट ऑफ राजस्थान को-ऑपरेटिव डेरी फैडरेशन लिमिटेड) निकट गांधी नगर, रेलवे स्टेशन, जयपुर (राजस्थान) (आर. जे. /2868) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों

मे अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु-संख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होनी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशितों की प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों, को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/71/86-एस.एस-4]

S.O. 1064.—Whereas as Messrs Bhilwara Dairy Plant, Bhilwara (A unit of Rajasthan Co-operative Dairy Federation Limited) Near Gandhi Nagar, Railway Station, Jaipur (Rajasthan) (RJ/2868) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/71/86-SS.II]

का.आ. 1065—मैसर्स जयपुर डीजल्स, 7—संसारचन्द्र रोड, जयपुर (राजस्थान) (आर.जे./1644) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशामे संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रीतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी का व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/73/86-एसएस-II]

S.O. 1065.—Whereas Messrs. Jaipur Diesals, 7, Sansar-chandra Road, Jaipur (Rajasthan) (RJ/1644), (hereinafter referred to as the said establishment have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment

from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/73/86-SS-II]

का.आ. 1066.—मैसर्स रिलाइन्स कैमोटैक्स इण्डस्ट्रीज लिमिटेड, ग्राम-कानपुर, पो.बा. नं. 73, उदयपुर, राजस्थान (आर.जे./3388) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं:

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सबध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दावत अवश्यता प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से

वृद्धि किये जाने के व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/74/86-एस.एस.-4]

S.O. 1066.—Whereas Messrs. Reliance Chemotex Industries Limited, Village Kanpur, P. B. No. 73, Udaipur, Rajasthan (RJ/3388), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life

Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of

assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within the month from the receipt of claim complete in all respects.

[N. S-35014/74/86-SS. II]

का.आ. 1067.—मैसर्स मांभर साल्टस लिमिटेड, लाल निवास, 21-राममिह रोड, पो.वा.नं. 146, जयपुर-302004 (आर.जे./1088) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त जयपुर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या

की भाषा में उपरोक्त मुख्य बातों का अनुवाद, रवाना के गुणता पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुगुन दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मन्दस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त जयपुर के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तर-दायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत, राशि

के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिष्ठित करेगा।

[मं. एम-35014/75/86-एम.एम.-4]

S.O. 1067.—Whereas Messrs. Sambhar Salts Limited, Lal Niwas, 21-Ramsingh Road, P. B. No. 146, Jaipur-302004, (RJ/1088), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Jaipur maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premium, transfer or accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Jaipur and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within the month from the receipt of claim complete in all respects.

[No. S-35014/75/86-SS. II]

का. आ. 1068.—मंससे राजस्थान मिल्क मिल्स, इण्डस्ट्रियल एस्टेट, भीलवाड़ा 311001 (राजस्थान) (आर. जे./3474), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसको मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाधित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दात करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जावे हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पानिर्सी को व्ययगत हो जाना दिया जाता है तो छूट रद्द हो जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निदेशान्वीत या विधायक वारसों को जा यदि वह छूट न दी गई होता तो उक्त स्कीम के अन्तर्गत होती, प्राप्ति फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन-अन्त वाले किसी सदस्य का मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामान्वीत/विधायक वारसों को उस राशि का सन्दाय तत्परता से बार प्रत्येक दशा में हर प्रकार से पूर्ण दाव को प्राप्त के एक मास के अन्तर पुनिश्चित करेगा।

[संख्या एस-35014/76/86-एस. एस.-11]

S.O. 1068.—Whereas Messrs. Rajasthan Silk Mills, Industrial Estate, Bahlwara-311001 (Rajasthan) (RJ/3474), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an

establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within the month from the receipt of claim complete in all respects.

[No. S-35014/76/86-SS-11]

का. आ. 1069.—मैसर्स राजस्थान स्टेट सीड्स कारपोरेशन लिमिटेड, सी-11, गुरु निवेदन, मवाई जयसिंह, हाईवे, बनीगार्क, जयपुर (आर. जे./2836), (जिसे इसमें उसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपग्रह अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन

फायदों से अधिक अनुकूल हैं, जो कर्मचारी निधि सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त जयपुर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश्य एकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, 1599 GI/85-21.

नियोजक कर्मचारियों के विधिक वारिस/नामनिर्देशितों की प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किमी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का शक्तिशाली अवसर देगा।

9. यदि किमी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पॉलिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संशय नत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/77/86—एस. एस-4]

S.O. 1069.—Whereas Messrs Rajasthan State Seeds Corporation Limited, C-11, Surya Niketan, Swai Jai Singh, Highway, Bani Park, Jaipur (RJ/2836) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/77/86-SS-III]

का. आ. 1070 - मैसूर राजस्थान स्टेट सीड्स कारपोरेशन लिमिटेड, सी-II, मूर्य निकेतन, सराई जयसिंह हाईवे, बर्न-पार्क, जयपुर-302006 (आर. जे./2835), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकरण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहमद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और

उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जतने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारियों की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारियों को उस दशा में सन्देश्य होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारियों के विधिक वारिस/नामनिर्देशितों को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना, अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारियों, भारतीय जीवन बीमा निगम की उरा सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारखे के अन्तर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाना है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के अन्तर सुनिश्चित करेगा।

S.O. 1070.—Whereas Messrs Rajasthan State Seeds Corporation Limited, C-11, Surya Niketan Sawai Jai Singh High way, Bani Park, Jaipur-302006 (RJ/2835) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such, employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/78/86-SS-II]

का. आ. 1171 :—मैसर्स राजस्थान स्टेट सीइस कॉर्पोरेशन लिमिटेड, सी-11 "सूर्य निकेतन" सवाई जयसिंह हाईवे, बनी पार्क, जयपुर-302006 (आर. जे./2784) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निधे सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निरोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. निरोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण

प्रभारों सन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन निरोजक द्वारा किया जाएगा।

4. निरोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, निरोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, निरोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, निरोजक कर्मचारी के विधिक वारिस/नीमनिर्देशितों की प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द का जा सकती है।

10. यदि किसी कारणवश, निरोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देश-तियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एस-35014/79/86-एस. एस.-11]

S.O. 1071.—Whereas Messrs Rajasthan State Seeds Corporation Limited, C-11, Surya Niketan, Swai Jai Singh Highway, Bani Park, Jaipur-302006 (RJ/2784) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/79/86-SS-11]

का. आ. 1172 :—मैसर्स माडर्न बूल्स प्राइवेट लिमिटेड, हमीरगढ़ रोड, पो. बा. नं. 27, भीलवाड़ा (राजस्थान) (आर. जे./2393) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम का मासूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं, जो कर्मचारी निक्षेप महबूद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंपेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की

संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर हागा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिनी/विधिक वारिसों को उस राशि का सदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एस-35014/80/86-एस. एस-4]

ए.के. भट्टरार्ड, अवर सचिव

S.O. 1072.—Whereas Messrs. Modern Woollens Private Limited, Hamirgarh Road, P.B. No. 27, Bhilwara (Rajasthan) (RJ/2393) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/80/86-SS-II]
A.K. Bhattarai, Under Secy.

